



भारत का राजपत्र The Gazette of India

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सं० 9]

नई दिल्ली, शनिवार, फरवरी 28, 1998/फाल्गुन 9, 1919

No. 9]

NEW DELHI, SATURDAY, FEBRUARY 28, 1998/PHALGUNA 9, 1919

इस भाग में मिल पष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (II)

PART II—Section 3—Sub-Section (II)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(other than the Ministry of Defence)

कामिक, लोक शिकायत तथा पेंशन मंत्रालय
(कामिक और प्रशिक्षण विभाग)

नई दिल्ली, 9 फरवरी, 1998

का. आ. 424.—दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का 25) की धारा 6 के साथ
पठित धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए तथा दिनांक 3-10-1997 की अधिसूचना
सं.—61579/डी 3/97/होम थिरवनन्तपुरम के तहत दी गई केरल राज्य सरकार, गृह विभाग की सहमति से, केन्द्रीय सरकार
एतद्वारा, दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार, ओ. पी. सं. 15036/97-
एम एवं 15742/97-वाई में केरल के माननीय उच्च न्यायालय के निर्देशों के अनुसरण में अलाप्पुझा साउथ पुलिस स्टेशन,
केरल के अपराध सं. 288/97 के अन्वेषण के लिए सम्पूर्ण केरल राज्य के संबंध में करती है।

[सं. 228/82/97-ए. वी. डी.-II]

हरि सिंह, अधर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSION

(Department of Personnel and Training)

New Delhi, the 9th February, 1998

State Government of Kerala, Home (D) Department accord-
ed vide Notification No. 61579/D3/97/Home Thiravanatha-
puram dated 3-10-1997, hereby extends the powers and jur-
isdiction of members of the Delhi Special Police Establish-
ment to the whole State of Kerala for investigation of Crime
No. 288/97 of Alappuzha South Police Station Kerala in
pursuance of the Hon'ble High Court of Kerala in O. P.
No. directions of the 15036/97-M and 15742/97-Y.

[No. 228/82/97-AVD. II]

HARI SINGH, Under Secy.

S.O. 424.—In exercise of the powers conferred by sub-
section (1) of section 5 read with section 6 of the Delhi
Special Police Establishment Act, 1946 (Act No. 25 of
1946), the Central Government with the consent of the

नई दिल्ली, 20 फरवरी, 1998

का.आ. 425.—केन्द्रीय सरकार एतद्वारा दंड प्रक्रिया संहिता, 1973 (1974 का अधिनियम सं. 2) की धारा 24 की उप-धारा (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित अधिकारियों को तमिलनाडु राज्य में दिल्ली विशेष पुलिस स्थापना (के.अ. व्यूरो) द्वारा संस्थित मामलों के संबंध में विचारण न्यायालयों में निदेशक, केन्द्रीय अन्वेषण व्यूरो द्वारा उन्हें सौंपे गए मामलों में अभियोजन तथा विधि द्वारा स्थापित पुनरीक्षण अथवा अपील न्यायालयों में इन मामलों से उद्भूत अपीलों/पुनरीक्षणों अथवा अन्य विषयों के संचालन के लिए विशेष लोक अभियोजक के रूप में नियुक्त करती है।

वरिष्ठ काउन्सेल

कनिष्ठ काउन्सेल

- | | |
|--------------------------|--------------------------------|
| 1. श्री बी. टी. वेंकटेशन | 1. श्री वी. मनोकरन |
| 2. श्री एन. चन्द्रशेखरन | 2. श्री जी. रामचन्द्रन मारार |
| 3. श्री एन. एस. पुनैया | 3. श्री के. एम. श्रीरंगन |
| 4. श्री पी. पी. राजप्पन | 4. श्री सत्यामूर्ति |
| 5. श्री पी. एन. रमण | 5. श्री बी. एम. आर. राजेन्द्रन |
| | 6. श्री पी. धर्मराज |
| | 7. सुश्री सी. के. विष्णुप्रिया |
| | 8. श्री सी. पी. जयसीलन |

[सं. 225/71/97-ए. बी.डी.-II]

हरि सिंह, अवसर सचिव

New Delhi, the 20th February, 1998

S.O. 425.—In exercise of the powers conferred by sub-section (8) of Section 24 of the Code of Criminal Procedure, 1973 (Act No. 2 of 1974), the Central Government hereby appoints the following Advocates as Special Public Prosecutors for conducting the prosecution of cases instituted by Delhi Special Police Establishment (CBI) in the State of Tamil Nadu as entrusted to them by the Director, Central Bureau of Investigation, in the trial courts and appeals/revisions or other matters arising out of these cases in revisional or appellate courts established by Law:

SENIOR COUNSEL

1. Sh. V. T. Venkatesan
2. Sh. N. Chandrasekaran
3. Sh. N. S. Pongaiiah
4. Sh. P. P. Rajappan
5. Sh. P. N. Raman

JUNIOR COUNSEL

1. Sh. V. Manokaran
2. Sh. G. Ramachandra Marar
3. Sh. K. M. Srirangan
4. Sh. Sathyamurthy
5. Sh. V. M. R. Rajendran
6. Sh. P. Dharamaraj
7. M/s. C. K. Vishnu Priya
8. Sh. C. P. Jayaseelan.

[No. 225/71/97-AVD.II]

HARI SINGH, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 17 फरवरी, 1998

स्टाम्प

का.आ. 426.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मै. ए. पी. एम. इंडस्ट्रीज लिमि. दिल्ली को मात्र तीन लाख पचहत्तर हजार रु. का समेकित स्टाम्प शुल्क अदा करने की अनुमति देती है जो कि उक्त कंपनी द्वारा 15-12-97 को आर्बिट्रिट किए गए मात्र पांच करोड़ रु. के समग्र मूल्य के एक एक सौ रु. के 000001 से 500000 तक की विशिष्ट संख्या वाले 5,00,000/- 16% सुरक्षित विमोच्य अपरिवर्तनीय ऋणपत्रों पर स्टाम्प शुल्क के कारण प्रभाय है।

[सं. 7/98-स्टाम्प/फा. सं. 15/4/98-वि.क.]

एस. कुमार, अवसर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

ORDER

New Delhi, the 17th February, 1998

STAMPS

S.O. 426.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. APM Industries Ltd., Delhi to pay consolidated stamp duty of Rupees three lakh seventy five thousand only chargeable on account of the stamp duty on 5,00,000—16 per cent Secured Redeemable Non-Convertible Debentures bearing distinctive numbers from 000001 to 500000 of Rupees One hundred each aggregating to Rupees Five crores only allotted on 15-12-1997 by the said company.

[No. 7/98-STAMPS/F. No. 15/4/98-ST]

S. KUMAR, Under Secy.

आदेश

नई दिल्ली, 18 फरवरी, 1998

स्टाम्प

का.आ. 427.—भारतीय स्टाम्प अधिनियम 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा मैसर्स नेसल इंडिया लि., नई दिल्ली को मात्र अठारह लाख पचहत्तर हजार रु. का समेकित स्टाम्प शुल्क अदा करने की अनुमति प्रदान करती है जो उक्त कि कंपनी द्वारा 11 दिसम्बर, 1997 को आर्बिट्रिट किए गए केवल 25 करोड़ रु. मूल्य के 1 से लेकर 500 तक विशिष्ट संख्या वाले 5 लाख रु. प्रत्येक के अंकित मूल्य वाले 500 अपरिवर्तनीय ऋण पत्रों (पी पी-6 शृंखला) के कारण प्रभाय है।

[सं. 6/98-स्टाम्प फा. सं. 15/12/97-वि.क.]

एस. कुमार, अवसर सचिव

ORDER

New Delhi, the 18th February, 1998

STAMPS

S.O. 427.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Nestle India Limited, New Delhi to pay consolidated stamp duty of rupees eighteen lakh seventy five thousand only chargeable on account of the stamp duty on 500—Non-Convertible (PP-6 series) Debentures bearing distinctive numbers from 1 to 500 of rupees five lakh each aggregating to rupees twenty five crores only allotted on 11th December, 1997 by the said company.

[No. 6/98-STAMPS/F. No. 15/12/97-ST]

S. KUMAR, Under Secy.

नई दिल्ली, 19 फरवरी, 1998

आयकर

का.आ. 428.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा "दी यू.पी. क्रिकेट एसोसिएशन, कानपुर" 1990-91 से 1992-93 तक के कर-निर्धारण वर्षों के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त खंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (i) कर निर्धारिती उसकी आय का इस्तेमाल अथवा उसकी आय का इस्तेमाल करवे के लिए उसका संचयन इस प्रकार के संचयन हेतु उक्त खंड (23) द्वारा यथा संशोधित धारा 11 की उपधारा (2) तथा (3) के उपबंधों के अनुरूप पूर्णतयाथत अनन्यतया उन उद्देश्यों के लिए करेगा, जिनके लिए इसकी स्थापना की गई है;
- (ii) कर निर्धारिती ऊपर उल्लिखित कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जैवजवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु) जिसे उपर्युक्त खंड (23) के तहत परस्मिक के अधीन बोर्ड द्वारा अधिसूचित किया जाए, के रूप में प्राप्त तथा रख-रखाव में स्वैच्छिक अंश दान से भिन्न का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) कर निर्धारिती अपने सदस्यों को किसी भी तरीके से अपनी आय के किसी भाग का संवितरण अपने से संबद्ध किसी एसोसिएशन अथवा संस्था को अनुदान के अलावा नहीं करेगा; और
- (iv) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जब तक कि ऐसा कारोबार उक्त कर-निर्धारिती के उद्देश्यों की प्राप्ति के लिए

प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं. 10534/फा. सं. 196/1/98-आयकर-नि.]

एच. के. चौधरी, अव्वर सचिव

New Delhi, the 19th February, 1998

(INCOME-TAX)

S.O. 428.—In exercise of the powers conferred by clause (23) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies "The U.P. Cricket Association, Kanpur" for the purpose of the said clause for assessment years 1990-91 to 1992-93 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate it for application, in consonance with the provisions of sub-sections (2) and (3) of Section 11 as modified by the said clause (23) for such accumulation wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture or any other article) as may be notified by the Board under the third provision to the aforesaid clause (23) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) the assessee will not distribute any part of its income in any manner to its members except as grants to any association or institution affiliated to it; and
- (iv) this notification will not apply in relation to any income, being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of accounts are maintained in respect of such business.

[Notification No. 10534/F. No. 196/1/98-ITA-I]

H. K. CHOUDHARY, Under Secy.

आदेश

नई दिल्ली, 20 फरवरी, 1998

स्टाम्प

का.आ. 429.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (i) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा मै. हल्दिया पेट्रोकेमिकल्स लि., कलकत्ता को मात्र पचहत्तर लाख रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति देती है जोकि उक्त कंपनी द्वारा 13-8-97 को आवंटित एक सौ करोड़ रुपये के कुल मूल्य के एक-एक लाख रुपये के 00001 से 10,000 तक की विविष्ट संख्या वाले 10,000 निजी तौर पर आवंटित सुरक्षित विमोच्य बांडों/ऋण पत्रों पर स्टाम्प शुल्क के कारण प्रभावी है।

[सं. 5/98-स्टाम्प/फा. सं. 15/3/98-बि. क.]

एस. कुमार, अव्वर सचिव

ORDER

New Delhi, the 20th February, 1998

STAMPS

S.O. 429.—In exercise of the powers conferred by clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits M/s. Haldia Petrochemicals Limited, Calcutta to pay consolidated stamp duty of Rupees Seventy five lakhs only chargeable on account of the stamp duty on 10,000 Privately Placed Secured Redeemable Bonds/Debentures bearing distinctive numbers from 00001 to 10000 of Rupees One lakh each aggregating to Rupees One hundred crores only allotted on 13-8-1997 by the said company.

[No. 5/98-STAMPS/F. No. 15/3/98-ST]

S. KUMAR, Under Secy.

मध्य प्रदेश स्टॉक एक्सचेंज

इन्दौर, 10 फरवरी, 1998

स्टॉक एक्सचेंज द्वारा अपने नियमों एवं उप-नियमों में संशोधन के लिये पारित एवं भारतीय प्रतिभूति एवं विनियम निकाय (सेबी) द्वारा अनुमोदित संकल्प

का.आ. 430.—विषय क्रमांक 01— निर्णय लिया जाता है कि एक्सचेंज के नियमों के विद्यमान नियम 96 के स्थान पर निम्न नियम लागू किये जायें :—

“बोर्ड (सेबी) द्वारा अनुमति प्राप्त होने पर, स्टॉक एक्सचेंज के शासनीय मंडल में 13 सदस्य होंगे एवं जिनका गठन निम्नानुसार किया जायेगा :—

1. स्टॉक एक्सचेंज के 6(छः) सदस्यों को एक्सचेंज के सदस्यों द्वारा निर्वाचित किया जायेगा।

2. अधिनियम के अनुसार अधिकतम 3 (तीन) सदस्यों का नामांकन केन्द्रीय शासन अथवा सेबी द्वारा किया जायेगा।

3. (तीन) (3) जन प्रतिनिधियों को सेबी द्वारा नामांकित किया जायेगा। इस शर्त पर कि सेबी 3 से अधिक जन प्रतिनिधियों की नियुक्ति किसी भी समय कर सकता है ताकि इस धारा तथा उपरोक्त धारा (2) के अन्तर्गत नामांकित सदस्यों की कुल संख्या उपरोक्त धारा (1) के तहत निर्वाचित सदस्यों की कुल संख्या से अधिक नहीं हो सके।

4. स्टॉक एक्सचेंज द्वारा एक कार्यकारी निदेशक नियुक्त किया जायेगा।

विषय क्रमांक 02

निर्णय लिया जाता है कि एक्सचेंज के नियमों के नियम 97(अ) के स्थान पर निम्नानुसार नियम लागू किया जाये :—

“नियम 96 की धारा (1) के अन्तर्गत निर्वाचित सदस्यों में से एक तिहाई प्रत्येक वार्षिक साधारण सभा के समक्ष निवृत्त हो जायेंगे तथा स्वयं को पुनर्निर्वाचित के लिये प्रस्तुत कर सकेंगे।

इसी शर्त पर कि यदि कोई व्यक्ति लगातार दो सत्रों के लिये संचालक मंडल का एक सदस्य निर्वाचित होता है, तो वह अगली दो वर्ष की अवधि के लिये स्वयं को पुनर्निर्वाचित के लिये प्रस्तुत नहीं करेगा।

विषय क्रमांक 03

निर्णय लिया जाता है कि नियम 99(ए) तथा (बी) के स्थान पर निम्नानुसार नियम लागू किया जाये :—

नियम 96 की धारा (2) के अन्तर्गत मनोनीत किये गये सदस्यों की निवृत्ति क्रमबद्धता के आधार पर नहीं होगी एवं वे केन्द्र शासन अथवा सेबी, जैसी भी स्थिति होगी, की इच्छा पर अपने पद पर बने रह सकते हैं।”

विषय क्रमांक 04

निर्णय लिया जाता है कि नियम 99 (सी) के स्थान पर निम्नानुसार नियम लागू किये जायें :—

1. नियम 96 की धारा (3) के अन्तर्गत नामांकित किये गये जन-प्रतिनिधि प्रतिभूति बाजारों के क्षेत्र में संबंधित होते हुए, विषयसनीय, व्यावसायिक प्रतिस्पर्धा तथा अनुभवी लोगों में से होना चाहिये।

2. जन-प्रतिनिधियों के रूप में नामांकन के उद्देश्य से स्टॉक एक्सचेंज का संचालक मण्डल अपनी ओर से लोगों के नाम सेबी को इस नामांकन के लिये अप्रेषित कर सकता है। हालांकि सेबी को यह अधिकार रहेगा कि वह अपने विवेक से ऐसे लोगों को नियुक्त कर सकता है जिनके नाम स्टॉक एक्सचेंज के संचालक मंडल द्वारा अप्रेषित नहीं किये गए हों।

3. संचालक मण्डल में नामांकित जन-प्रतिनिधियों का कार्यकाल पदभार ग्रहण करने से एक वर्ष तक अथवा वार्षिक साधारण सभा तक, जो भी पहले हो, होगा।

विषय क्रमांक 05

निर्णय लिया जाता है कि कार्यालयीन पदाधिकारियों से संबंधित वर्तमान में विद्यमान नियम 110 के स्थान पर अध्यक्ष एवं उपाध्यक्ष की नियुक्ति से संबंधित सीमा तक निम्न नियम लागू किया जाए :—

1. स्टॉक एक्सचेंज के अध्यक्ष का निर्वाचन संचालक मंडल के सदस्यों में से वार्षिक साधारण सभा की बैठक की समाप्ति के दस दिनों के भीतर किया जायेगा एवं अध्यक्ष के रूप में किसी व्यक्ति की नियुक्ति के लिये केन्द्र शासन अथवा सेबी के अनुमोदन की आवश्यकता नहीं होगी।

2. उपरोक्तानुसार नियुक्त अध्यक्ष एक वर्ष तक अपने पद पर रहेगा एवं वह पुनः निर्वाचन के योग्य होगा।

कोई भी सदस्य, जो लगातार दो सत्रों के लिये अध्यक्ष के पद पर कार्यरत रहा हो, वह पुनः निर्वाचन के लिये स्वयं को प्रस्तुत नहीं करेगा, बशर्ते कि, जब तक इस पद पर रहने की अवधि से एक वर्ष का समय व्यतीत न हो जाये।

3. स्टॉक एक्सचेंज के उपाध्यक्ष का निर्वाचन संचालक मण्डल के सदस्यों में से वार्षिक साधारण सभा की बैठक की समाप्ति से दस दिन की अवधि में किया जायेगा एवं उपाध्यक्ष के रूप में किसी भी व्यक्ति की नियुक्ति के लिये केन्द्र शासन अथवा सेबी के अनुमोदन की आवश्यकता नहीं होगी।

4. उपरोक्तानुसार नियुक्त उपाध्यक्ष एक वर्ष तक अपने पद पर कार्यरत रहेगा और वह पुनः निर्वाचन के योग्य होगा।

कोई भी सदस्य, जो उपाध्यक्ष के पद पर लगातार दो सत्रों की अवधि तक कार्यरत रहा हो, वह पुनः निर्वाचन के लिये स्वयं को प्रस्तुत नहीं करेगा बशर्ते कि जब तक इस पद पर कार्यरत रहने की अवधि से एक वर्ष का समय व्यतीत न हो जाये।

विषय क्रमांक 06

निश्चय किया जाता है कि कार्यकारी निदेशक की सेवाओं की नियुक्ति/निवृत्ति से संबंधित नियम 98 के स्थान पर नियम 98(ए) जोड़ी जाए, किसी कार्यकारी निदेशक की नियुक्ति, सेवाओं के नियम एवं शर्तें, नियुक्ति का नवीनीकरण तथा निवृत्ति आदि सभी सेबी के अनुमोदन के क्षेत्राधिकार में रहेगा।

संचालक मण्डल के अलावा, कार्यकारी निदेशक का यह दायित्व होगा कि वह सेबी द्वारा जारी निर्देशों, मार्गदर्शन तथा आदेशों को कानून, नियमों, विधियों के उपयुक्त प्रावधानों के अनुसार प्रभावशाली ढंग से लागू करेगा एवं साथ ही उस पर स्टॉक एक्सचेंज के नियमों, विधियों तथा उप-विधियों को भी लागू करने का दायित्व उस पर रहेगा।

उपरोक्त के संबंध में कोई भी विफलता स्टॉक एक्सचेंज द्वारा उसकी सेवाओं की निवृत्ति अथवा विमुक्ति के लिये सेबी की पूर्व अनुमति के साथ अथवा इस संबंध में सेबी के द्वारा निर्देश प्राप्त होने पर उसे उत्तरदायी ठहरायेगी, इस शर्त के अधीन कि संबंधित कार्यकारी निदेशक की ऐसी निवृत्ति के खिलाफ सुनवाई का एक मौका दिया गया।

विषय क्रमांक 07

निश्चय किया जाता है कि नियम 170 (ए) (1) (2) निम्नानुसार समाहित करते हुए संशोधित किया जाए :—

1. मध्यस्थता (अर्बिट्रेशन) समिति के अधिकतम 40% सदस्यों का चयन स्टॉक एक्सचेंज के सदस्यों में से होगा एवं शेष 60% सदस्यों का नामांकन, सेबी के पूर्वानुमति से एक्सचेंज के सदस्यों के अलावा अन्य व्यक्तियों में से किया जाएगा।

2. डिफाल्टर समिति के सदस्यों के नामांकन में स्टॉक एक्सचेंज के सदस्यों की भागिता 40% से अधिक नहीं होगी एवं शेष 60% सदस्य कथित समिति में स्टॉक एक्सचेंज के सदस्यों के अतिरिक्त सेबी की पूर्वानुमति के साथ अन्य लोगों में से नामांकित किये जायेंगे।

एक उपनियम 170(ए) (3) निम्नानुसार जोड़ा जावेगा, निश्चय किया जाता है कि अनुशासन समिति में 40% सदस्य स्टॉक एक्सचेंज के सदस्यों में से होंगे तथा शेष 60% कथित समिति में एक्सचेंज के सदस्यों के अलावा सेबी की पूर्वानुमति के साथ अन्य लोगों में से नामांकित किये जायेंगे।

आगे यह भी निश्चय किया गया कि नियम 170 (बी) के अन्तर्गत निम्न प्रावधान जोड़ा जाए :—

इस शर्त पर कि कथित समिति में एक्सचेंज के सदस्यों तथा स्टॉक एक्सचेंज के सदस्यों के अतिरिक्त नामांकित अन्य लोगों का अनुपात 40 : 60 प्रतिशत, नियम 170(ए) के अनुसार रहेगा।

विषय क्रमांक 08

निश्चय किया जाता है कि संचालक मण्डल के वर्तमान में पदारूढ सदस्यगण संगठन के नियमों अथवा अनुच्छेदों जैसी भी स्थिति हो, के संशोधन के तत्काल बाद अथवा अधिनियम के खंड 8 के उपखंड (2) के अन्तर्गत सेबी के द्वारा जारी आदेश के पश्चात् आवश्यकतानुसार सीमा में निवृत्त हों जायेंगे, ताकि गठित संचालक मण्डल का आकार संगठन के नियमों अथवा अनुच्छेदों जैसी स्थिति हो, के अनुरूप बना रहे।

विषय क्रमांक 09

एक नया नियम 96 (ए) निम्न समाहित करने के लिए जोड़ा जाए :—

निश्चय किया जाता है कि निवृत्ति के उद्देश्य से वे सदस्यगण जो कार्यालय में अपनी अंतिम नियुक्ति से अधिकतम लंबी अवधि तक कार्यरत हो, निवृत्त हो जायेंगे। ऐसे सदस्यों के संदर्भ में, जो एक दिन नियुक्त हुए थे वे व्यक्ति जो निवृत्त हों, इसका निर्धारण समझौते अथवा चयन द्वारा किया जा सकता है।

विषय क्रमांक 10

निश्चित किया जाता है कि नियम 19(सी) के पश्चात् निम्नलिखित नियम 19 (डी) जोड़ा जावे।

एक कंपनी जैसा कि कम्पनी अधिनियम, 1956 (1956 का) में परिभाषित किया गया है, भी स्टॉक एक्सचेंज के एक सदस्य के रूप में निर्वाचित होने के योग्य होगी, यदि :—

1. ऐसी कम्पनी कथित कानून की धारा 12 के प्रावधानों को लागू करते हुए गठित की गई हो,

2. ऐसी कम्पनी भारतीय प्रतिभूति एवं विनियम मण्डल (सेबी) के द्वारा स्पष्टीकृत इस प्रकार की वित्तीय आवश्यकताओं एवं नियमों का पालन करते हुए कार्य करती हो, जो ऐसी कम्पनी के भारतीय प्रतिभूति एवं विनियम नियम (सेबी) कानून (1992 का 15) की धारा 12 की उपधारा (1) के अन्तर्गत पंजीकरण के लिए आवश्यक हों।

3. ऐसी कम्पनी के अधिकतर निदेशक कम्पनी के अंशधारक हैं तथा कम्पनी की कम से कम 40 प्रतिशत भुगतान योग्य समानुपातिक पूंजी (पेड-अप इक्विटी कैपिटल) इन निदेशकों के पास स्वयं की होना चाहिए अथवा ऐसी कम्पनी के मण्डल (बोर्ड) में उन्हें निदेशकों के रूप में नियुक्त करने वाले निर्गमित निकाय की होना चाहिये।

4. कम्पनी के निदेशकों को प्रतिभूति अनुबंधन (नियमन) नियम, 1957 के नियम 8 की धारा (1) [उप-धारा (एफ) को छोड़कर] या धारा (3) [उपधारा (एफ) को छोड़कर] के अन्तर्गत स्टॉक एक्सचेंज के सदस्य बनने के अयोग्य नहीं किया गया है और कम्पनी के निदेशकों ने ऐसी किसी कम्पनी में निदेशकों के रूप में कार्य नहीं किया है, जो स्टॉक एक्सचेंज की सदस्य रही हो तथा जो स्टॉक एक्सचेंज द्वारा डिफाल्टर की जा चुकी हो, या निष्कासित की जा चुकी है।

विषय क्रमांक 11

निश्चित किया जाता है कि नियम 18(1) के पश्चात् निम्नलिखित विधान जोड़ा जावे :— “इस शर्त पर कि एक सदस्य जो कि कम्पनी अधिनियम की धारा 12 के प्रावधानों के निर्देशानुसार गठित की गई कम्पनी है और उस कम्पनी के कम से कम दो निदेशक ऐसे लोग हों, जो न्यूनतम दो वर्ष का अनुभव निम्नानुसार रखते हैं :—

अ. प्रतिभूति के व्यवसाय में, अथवा

ब. पोर्ट फोलियो प्रबंधक के रूप में अथवा

स. निवेश सलाहकार के रूप में

विषय क्रमांक 12

“निश्चित किया जाता है कि नियम 47 (ए) के विधान में निम्नानुसार धारा (7-सी) जोड़ी जावे :—

कम्पनी होने के कारण वह उसके नियम 18(1) के विधान और उपधारा (डी) के प्रावधानों के अंतर्गत उम्मीद पात्रता के लक्षणों एवं उनके निर्वहन को समाप्त करती है ।”

विषय क्रमांक 13

स्टाक एक्सचेंज के वर्तमान में जारी उप-नियमों में उपनियम 226-ए समाहित किया जावे :—

“निश्चय किया जाता है कि स्टॉक एक्सचेंज के वर्तमान उपनियमों में निम्नलिखित उपनियम 226-ए जोड़ा जावे

ग्राहकों एवं दलालों के मध्य व्यवहारों का नियमन

1. सभी सदस्य दलालों के लिए यह आवश्यक होगा कि वे ग्राहकों के धन को एक अलग खाते में रखेंगे। ग्राहकों के खाते से ऐसे किसी लेन-देन के किसी भी भुगतान की स्वीकृति नहीं दी जायेगी जिसमें सदस्य दलाल प्रमुख के रूप से अपनी स्थिति दर्शा रहा होगा। उपरोक्त नियम एवं परिस्थितियाँ जिसके तहत ग्राहकों के खाते से सदस्य दलाल के खाते में हस्तांतरण स्वीकृत किया जावेगा, नीचे दर्शायी गई है:—

(अ) सदस्य का खाते रखना :—प्रत्येक सदस्य दलाल की ऐसी लेखा पुस्तकें (बहीखाते) रखने होंगे, जैसा कि आवश्यकता होगी, जो सदस्य के रूप में उसके व्यवसाय के संबंध में दिखा व वर्गीकृत (अलग) कर सके :—

1. प्रत्येक ग्राहक से या उसके खाते पर प्राप्त धन एवं प्रत्येक ग्राहक को या उसके खाते पर दिया गया धन एवं

2. सदस्य के स्वयं के खाते पर प्राप्त हुआ या दिया गया धन।

(ब) “ग्राहक खातों” में धन देने की अनिवार्यता: प्रत्येक सदस्य दलाल जो किसी ग्राहक के खाते पर धन रखता हो अथवा प्राप्त करता हो, ऐसे धन को तुरन्त बैंक में सदस्य के नाम पर रखे गए चालू या जमा खाते जिसके शीर्षक में “ग्राहक” शब्द आना चाहिये,

(इस पश्चात् “ग्राहकों का खाता” संदर्भित हो), में जमा कर देवे। सदस्य दलाल या तो सभी सदस्यों का एकीकृत अथवा प्रत्येक ग्राहक के नाम से अलग-अलग जैसा वह उचित समझे, खाता रख सकता है इस शर्त पर कि जब सदस्य दलाल ग्राहक के तथा सदस्य के पास से आंशिक धन के रूप में कोई चैक अथवा ड्राफ्ट प्राप्त करता है तो वह उक्त सभी चैक अथवा

ड्राफ्ट को ग्राहक के खाते में जमा करेगा एवं निम्न अनुसार पैरा 2) में वर्णित अनुसार तत्पश्चात् हस्तांतरण करेगा।

स) “ग्राहकों के खाते” में कौनसा धन दिया जाना चाहिये :—निम्न के अतिरिक्त कोई भी धन ग्राहक के खाते में जमा नहीं किया जावेगा :—

1. ग्राहक के खाते पर रखा या प्राप्त हुआ धन।

2. सदस्य के पास मौजूदा ऐसा धन जो खाते को खोलने अथवा उसके निर्वहन के लिए आवश्यक लग सकता हो,

3. किसी राशि की संपूर्ति के लिए मौजूदा धन जो गलती से अथवा घटनावश नीचे दिये अनुसार पैरा 2) का उत्सर्जन हो,

4. सदस्य द्वारा प्राप्त किया गया चैक या ड्राफ्ट, जिसमें आंशिक रकम सदस्य की हो तथा आंशिक रकम ग्राहक की हो।

द) “ग्राहकों के खाते” से कौनसा धन निकाला जा सकेगा :—

निम्न के अलावा कोई भी धन ग्राहकों के खाते से नहीं निकाला जावेगा :—

1. ऐसा धन जो वास्तव में ग्राहकों को अथवा उनके द्वारा अथवा उनके लिए अथवा ग्राहकों के सदस्य की देय ऋण की अदायगी के हेतु भुगतान के लिए आवश्यक होगा अथवा ग्राहकों के अधिकार से धन निगला जावे, अथवा ऐसा धन जो ग्राहकों को सदस्यों की तरफ देय देनदारी के संबंध में हो, बशर्ते कि इस प्रकार निकाला गया धन किसी भी मामले में ऐसे प्रत्येक ग्राहक के खाते में उस समय मौजूद धन से अधिक नहीं होगा।

2. सदस्य के पास मौजूद ऐसा धन जो ग्राहक के खाते में उपरोक्त दिये अनुसार पैरा 1 सी (2) अथवा 1 सी (4) के तहत जमा किया जा सकता है।

3. ऐसा धन जो गलती से अथवा घटनावश ऐसे खाते में उपरोक्त पैरा 1 सी के विपरीत भुगतान किया गया हो।

(ई) ग्रहणाधिकार, समायोजन आदि देने के अधिकार प्रभावित नहीं होंगे।

पैरा 1 में मौजूद नियम किसी सदस्य दलाल को किसी भी साधन अथवा अधिकार चाहे ग्रहणाधिकार, समायोजन प्रति दावा प्रभार के द्वारा अथवा ग्राहक के खाते में जमा मौजूदा धन के विरुद्ध वंचित नहीं होगा।

2. सभी सदस्य दलालों के लिए यह बाध्यता रहेगी कि वे अपने ग्राहकों की प्रतिभूतियों के अलग खाते रखें और ऐसी लेखा पुस्तकों, जो कि आवश्यक हों, को इन प्रतिभूतियों को उसकी

प्रतिभूतियों को उसकी प्रतिभूतियों में पृथक् करें। ग्राहकों की प्रतिभूतियों के ऐसे खाने अन्य बातों के साथ-साथ निम्नलिखित के लिए भी व्यवस्था करेंगे :—

- (ए) बाजार में बिक्री के लिए प्राप्त डिब्रीवरी के लिए लाम्बित रखी गई प्रतिभूतियाँ।
- (बी) पूर्ण भुगतान की गई प्रतिभूतियाँ ग्राहकों को डिब्रीवरी के लिए लाम्बित।
- (सी) ग्राहक अथवा उसके नामांकितों के नाम के सदस्य द्वारा हस्तान्तरण के लिए प्राप्त अथवा हस्तान्तरण के लिए भेजी गई प्रतिभूतियाँ।
- (डी) जमा/लाभ आदि के रूप में सदस्य के द्वारा आधिपत्य में रखी गई पूर्णतः भुगतान की गई प्रतिभूतियाँ सदस्य के द्वारा उसके लिए ग्राहक से सही प्रामाणिकता प्राप्त कर हासिल करना होगी।
- (ई) सदस्य के नाम पर पंजीकृत ग्राहकों की प्रतिभूतियों के लिए पूर्णतः भुगतान किया गया धन यदि कोई हो, तो छांटी-मोटी आवश्यकताओं आदि की पूर्ति के लिए।
- (एफ) ब्याज-बदला पर दी गई प्रतिभूतियाँ। इस हेतु सदस्यों को ग्राहकों से अधिकार हासिल करना होगा।

3. यदि ग्राहक के द्वारा अन्य किसी प्रकार का निवेदन न किया गया हो, तो भुगतान के दो कार्य दिवस के भीतर सदस्य दलाल अपने ग्राहकों को भुगतान कर देंगे अथवा त्रय की गई प्रतिभूतियाँ सौंप देंगे। भुगतान के तत्काल बाद स्टॉक एक्सचेंज एक प्रेस विज्ञापित जारी करेगा।

4. त्रय हेतु प्रस्तावित प्रतिभूतियों की कुल कीमत का कम से कम 20 प्रतिशत अंश जमा होने पर ही सदस्य दलाल अपने ग्राहक की ओर से प्रतिभूतियाँ त्रय करेंगे, जब तक कि दलाल के पास ग्राहक की समानान्तर साख पूर्व से ही सुरक्षित न हो। सदस्य यदि ऐसी इच्छा करते हों, तो इस प्रकार का आंशिक भुगतान वित्तीय संस्थाओं, म्यूच्युअल फण्ड तथा एफ.आई.आई. से एकत्र नहीं करें।

5. सदस्य दलाल अपने ग्राहक की ओर से प्रतिभूतियों का विक्रय बिक्री के लिए प्रस्तावित प्रतिभूतियों के कुल मूल्य के 20 प्रतिशत आंशिक जमा प्राप्त होने पर ही करेंगे जब तक उसकी त्रिष्वसनीयता हेतु बिक्री की जाने वाली प्रतिभूतियों के साथ समुचित हस्तान्तरण दस्तावेज सदस्य को प्राप्त नहीं हो चुके हों। सदस्य यदि ऐसी इच्छा करें, तो इस प्रकार का आंशिक भुगतान वित्तीय संस्थाओं, म्यूच्युअल फण्ड तथा एफ.आई.आई. से एकत्र नहीं करें।

6. सदस्य दलाल किसी ग्राहक की प्रतिभूतियों की खरीदी/बिक्री के लिए अनुबन्ध नोट अनुबन्ध के निष्पादन के 24 घण्टे के भीतर जारी करेंगे।

7. ग्राहकों की ओर से खरीदी के मामले में, सदस्य दलालों को स्वतंत्रता रहेगी कि वे प्रतिभूतियों की बिक्री द्वारा सौदे बन्द कर देंगे यदि ग्राहक नकद जेयर्गों के लिए अनुबन्ध नोट प्रदाय करने के दो दिन के भीतर अनुबन्ध निष्पादन के हेतु भुगतान करने में विफल रहता है, वर्गीकृत शीयरों के लिए अवधि सात दिन की रहेगी अथवा भुगतान वाले दिन के पूर्व (जैसा भी स्टॉक एक्सचेंज

द्वारा संबंधित निराकरण अवधि (सेटलमेंट पीरियड) के लिए तथा किया गया है) जो भी पहले होगा, ऐसी स्थिति में सदस्य के साथ ग्राहक की पूर्व से समतुल्य साख होनी चाहिए। इस संबंध में होने वाली हानि, यदि कोई हो, तो उसकी भरपाई उक्त ग्राहक के लाभांश धन से की जायेगी।

8. ग्राहकों की ओर से बिक्री के मामले में, सदस्य दलाल को यह स्वतंत्रता रहेगी कि वे प्रभावित खरीदियों द्वारा अनुबन्ध को बंद कर देंगे यदि ग्राहक त्रय की गई प्रतिभूतियों समुचित हस्तान्तरण दस्तावेजों के सहित अनुबन्ध नोट प्रदाय करने के 48 घण्टे के भीतर अथवा निर्धारित प्रदाय करने के पूर्व (जैसा कि भी स्टॉक एक्सचेंज के अधिकारियों द्वारा संबंधित निराकरण अवधि (सेटलमेंट पीरियड) के लिए नियत कर रखा होगा) जो भी पहले होगा, को प्रदाय करने में विफल रहता है। इस सौदे में होने वाली हानि, यदि कोई हो, तो उसकी भरपाई उस ग्राहक के आंशिक धन से काट कर की जायेगी।

विषय क्रमांक 14

निश्चित किया जाता है कि अनुशासनात्मक अधिकार क्षेत्र से संबंधित एक्सचेंज के नियमों के वर्तमान नियम 258 को निम्नानुसार संशोधित किया जायेगा:—

संचालक मण्डल/अनुशासन समिति किसी सदस्य को निष्कासित अथवा निलम्बित और अथवा जुर्माना करने तथा/अथवा निन्दा करने और/अथवा चेतावनी देनी तथा अथवा उसके किसी भी सदस्यीय अधिकार को वापस लेने का निर्णय कर सकती है, यदि वह एक्सचेंज के संचालक मण्डल/अनुशासन समिति अथवा अध्यक्ष अथवा किसी समिति अथवा किसी सन्वर्ध में एक्सचेंज द्वारा अधिकृत किसी समिति अथवा अधिकारी के किसी नियमों, उप नियमों, निर्देशों अथवा निर्णयों अथवा वैधानिक निर्देशों के उल्लंघन अनाज्ञाकारिता, अवगाहारी, उपेक्षा अथवा टाल-उटोल का दोषी पाया जाता है अथवा किसी आचरण, व्यवसाय के कार्यों अथवा प्रक्रिया का जो संचालक मण्डल अनुशासन समिति अपने पूर्ण विवेक से अपमानजनक अवयवकारी अथवा एक्सचेंज के एक सदस्य बने रहने में अयोग्य समझती हो अथवा व्यवसाय के न्यायपूर्ण एवं निष्पक्ष सिद्धांतों के साथ अस्थिरता दर्शाता है अथवा एक्सचेंज के नेतृत्व, कर्मासी अथवा कल्याण को हानि पहुंचाता है अथवा अथवा उसके उद्देश्यों तथा अभिप्रायों के प्रति ईर्ष्यापूर्ण अथवा विद्रोहक विचार रखता हो।

विषय क्रमांक 15

निश्चित किया जाता है कि मध्यस्थों की नियुक्ति से संबंधित वर्तमान उप-नियम 249(ए) को निम्नानुसार संशोधित किया जायेगा:—

249(ए) उक्त उप-नियमों तथा नियमों के अंतर्गत मध्यस्थता निर्णय के लिए सन्दर्भित होने वाले सभी दावे, विचार भिन्नता तथा विवादों को एक्सचेंज के दो सदस्यों की मध्यस्थता को सन्दर्भित होगा। जिनमें से एक सदस्य एक्सचेंज की मध्यस्थता समिति को होगा, एवं एक सदस्य प्रत्येक पक्ष द्वारा नियुक्त किया जाएगा।

विषय क्रमांक 16

“निश्चित किया जाता है कि एक्सचेंज एक ग्राहक सुरक्षा कोष स्टॉक एक्सचेंज के वृद्धिकर्ता सदस्यों के ग्राहकों के लाभ हेतु स्थापित करेगा।

विषय क्रमांक 17

“निश्चित किया जाता है कि एक्सचेंज के नियमों के नियम 36 के पश्चात् निम्नलिखित विधान जोड़ा जाये :—

इस शर्त पर कि आगे प्रतिभूति जमा की आवश्यकता भारतीय प्रतिभूति एवं विनिमय निगम (सेबी) के निर्देशों के अनुसार स्टॉक एक्सचेंज के सभी सदस्यों पर एक्सचेंज के नियमों के नियम 36 के अंतर्गत मंचालक मॉडल द्वारा निश्चय किया जाने पर लागू होगी।

[स. एम पी एस ई/ 29/25]

जय कुमार ए. एस., कार्यकारी निदेशक

MADHYA PRADESH STOCK EXCHANGE

Indore, the 10th February, 1998

RESOLUTIONS PASSED BY THE STOCK EXCHANGE FOR AMENDING ITS RULES AND BYE-LAWS AND APPROVED BY SECURITIES AND EXCHANGE BOARD OF INDIA

S.O. 430.—ITEM NO. 1.—Resolved that the existing Rule 96 of the Rules of the Exchange be substituted as under :

“Unless otherwise agreed to by the Board (SEBI), the Governing Board of the Stock Exchange shall comprise of 13 members and shall be constituted as follows : ”

- (i) 6 (six) members of the Stock Exchange to be elected by the members of the Exchange;
- (ii) Not more than 3 members to be nominated by the Central Government or the SEBI in accordance with the Act;
- (iii) 3 (three) Public Representative to be nominated by the SEBI.

Provided that the SEBI may at any time appoint Public Representative more than 3 so that the total number of members nominated under this clause and clause (ii) above may not exceed the total number of elected members under clause (i) above;

- (iv) One Executive Director to be appointed by the Stock Exchange.

ITEM No. 2

Resolved that Rule 97(a) of the Rules of the Exchange be substituted as under :

“One third of the elected members under clause (i) of Rule 96 shall retire at each Annual General Meeting and shall be eligible to offer themselves for re-election;

Provided that where the person has been a member elected for two consecutive terms on the Governing Body he shall not offer himself for re-election for a further period of two years.”

ITEM NO. 3

“Resolved that Rule 99 (a) & (b) shall be substituted as under :

The members to be appointed under clause (ii) of Rule 96 shall not be subject to retirement by rotation and shall hold the office at the pleasure of the Central Government or the SEBI as the case may be.”

ITEM NO. 4

Resolved that Rule 99 (c) shall be substituted as under :

- (i) Public Representative to be nominated under clause (iii) of Rule 96 shall be from amongst the persons of integrity having necessary professional competence

and experience in the areas related to securities markets;

- (ii) For purposes of nomination as public representatives the Governing Body of the Stock Exchange may forward the names of persons to the SEBI for such nomination. The SEBI shall, however have the right to nominate persons whose names have not been forwarded by the Governing Board of the Stock Exchange;

- (iii) The public Representatives to be nominated on the Governing Board shall hold the office for a period of one year from the date of assumption of the office or till the Annual General Meeting whichever is earlier.

ITEM NO. 5

Resolved that the existing Rule 110 relating to Office Bearers will be substituted as under to the extent it deals with the appointment of President and Vice-President.

- (i) The President of the Stock Exchange shall be elected from amongst the members of the Governing Body within ten days after the conclusion of the Annual General Meeting and so approved from the Central Government or the SEBI would be required for appointment of any person as the President;

- (ii) The President appointed as above shall hold his office for one year and shall be eligible for re-election;

Provided that no member who has held the office of the President for two consecutive terms shall be eligible to offer himself for re-election unless a period of one year has elapsed since he last held such office.

- (iii) The Vice-President of the Stock Exchange shall be elected from amongst the members of the Governing Body within ten days after the conclusion of the Annual General Meeting and no approval of the Central Government or the SEBI would be required for appointment of any person as the Vice-President.

- (iv) The Vice-President appointed as above shall hold his office for one year and shall be eligible for re-election ;

Provided that no member who has held the office of the Vice-President for two consecutive terms shall offer himself for re-election unless a period of one year has elapsed since he last held such office.

ITEM NO. 6

Resolved that the Rule 98A be added in the place of proviso to rule 98 relating to appointment/termination of the services of the Executive Director :

The appointment, the terms and conditions of the services the renewal of appointment and the termination of services of an Executive Director shall be subject to the approval of the SEBI.

Besides the Governing Board : it shall be the duty of the Executive Director to give effect to the directives, guidelines and orders issued by the SEBI in order to implement the applicable provisions of law, rules, regulations as also the Rules, Regulations and Bye-laws of the Stock Exchange.

Any failure in this regard will make him liable for removal or termination of services by the Stock Exchange with the prior approval of the SEBI or on receipt of the direction to that effect from the SEBI, subject to the concerned Executive Director given an opportunity of being heard against such termination.

ITEM NO. 7

Resolved that rule 170 (a) (i) (ii) will be amended to include :

- (i) Nomination of members in Arbitration Committee will be not more than 40% of the members from the members of the Stock Exchange and the balance 60% shall be nominated on the said committee from persons other than members of the Stock Exchange with prior approval of the SEBI.

(ii) Nomination of members in Defaulters' committee will be not more than 40% of the members from the members of the Stock Exchange and the balance 60% shall be nominated on the said committee from persons other than members of the Stock Exchange with the prior approval of the SEBI.

A sub-rule 170 (a) (iii) will be added as under:

Resolved that in disciplinary committee 40% of the members will be from the members of the Exchange and balance 60% shall be nominated on the said committee from persons other than members of the Exchange with the prior approval of the SEBI.

Resolved further that a proviso of Rule 170 (b) be added as under :

Provided that a ratio of members of the Exchange and the persons nominated on the said committee other than members of the Stock Exchange will remain 45:60 as required under Rule 170 (a).

ITEM No. 8

"Resolved that the members presently constituting the Governing Body, shall, immediately after the amendment of the Rules or Articles of Association, as the case may be, or after the issue of an Order by the SEBI under Sub-section (2) of Section 8 of the Act, retire to the extent necessary in order to ensure that the composition of the Governing Body as constituted is in conformity with the Rules or Articles of Association, as the case may be."

ITEM NO. 9

A new Rule 96A be added to include :—

"Resolved that for the purpose of retirement, the members, who have been longest in the office since their last appointment, shall retire. In respect of the members, who were appointed on the same day, the person, who shall retire, may be determined by agreement or lots."

ITEM NO. 10

Resolved that after the Rule 19(c) the following Rule 19(d) be added :

A company as defined in the Companies Act, 1956 (1 of 1956) shall also be eligible to be elected as a member of Stock Exchange if—

- (i) such company is formed in compliance with the provisions of Section 12 of the said Act;
- (ii) such company undertakes to comply with such financial requirements and norms as may be specified by the Securities and Exchange Board of India for the registration of such company under sub-section (1) of Section 12 of the Securities and Exchange Board of India Act, 1992 (15 of 1992);
- (iii) majority of the directors of such company are shareholders of the company and not less than 40% of the paid-up equity capital of the company is held by these directors themselves or by the body corporate appointing them as directors on the Board of such company;
- (iv) the directors of the company are not disqualified for being members of a Stock Exchange under clause (1) under Rule 8 of Securities Contracts (Regulation) Rules, 1957 [except sub-clause (f) thereof] or clause (3) except sub-clause (f) thereof and the Directors of the company had not held the offices of the Directors any company which had been a member of the Stock Exchange and had been declared defaulter or expelled by the Stock Exchange.

ITEM NO. 11

Resolved that after Rule 18(i) the following proviso be added :

"Provided that a member being a company formed in compliance with the provisions of Section 12 of the Companies Act, not less than two directors of the Company are persons who possess a minimum two years' experience :

- (a) in dealing in securities; or

- (b) as portfolio managers ; or
- (c) as investment consultants.

ITEM NO. 12

"Resolved that in Proviso to Rule 47(a) the following clause (vii-c) be added :

Being a company, it ceases to maintain or have the characteristics of eligibility under the provisions of sub clause (d) and proviso to Rule 18(i) thereof."

ITEM NO. 13

To include Bye-law 226 A in the existing Bye-laws of the Stock Exchange :

"Resolved that the following Bye-law 226A be included in the existing Bye-law of the Stock Exchange :

Regulation of Transactions between Clients and Brokers :

- (i) It shall be compulsory for all Member brokers to keep the money of the clients in a separate account and their own money in a separate account. No payment for transactions in which the Member broker is taking a position as a principal will be allowed to be made from the clients account. The above principals and the circumstances under which transfer from clients account to Member broker's account would be allowed are enumerated below :

(A) Member Broker to keep accounts

Every member broker shall keep such books of accounts, as will be necessary, to show and distinguish in connection with his business as member—

- (i) Money received from or on account of and moneys paid to or on account each of his clients and
- (ii) the moneys received and the moneys paid on Member's own account.

(B) Obligation to pay money into "clients accounts".

Every Member broker who holds or receives money on account of a client shall forthwith pay such money to current or deposit at the bank to be kept in the name of the member in the title of which the word "clients" shall appear (hereinafter referred to as "clients account"). Member broker may keep one consolidated clients account for all the member or accounts in the name of each client, as he think fit. Provided that when a member broker receives a cheque or draft representing in part money belong to the client and in part money due to the member, he shall pay the whole of such cheque or draft into the clients account and effect subsequent transfer as laid down below in para D (ii).

(C) What moneys to be paid into "clients account".

No money shall be paid into clients account other than—

- (i) money held or received on account of clients;
- (ii) such money belonging to the Member as may be necessary for the purpose of opening or maintaining the account;
- (iii) money for replacement of any sum which may by mistake or accident in contravention of para D given below;
- (iv) a cheque or draft received by the Member representing in part money belonging to the client and in part money due to the Member.

(D) What moneys to be withdrawn from "clients account".

No money shall be drawn from clients account other than—

- (i) money properly required for payment to or on behalf of clients or for or towards payment of a debt due to Member from clients or money drawn on clients authority, or money in respect of which there is a liability of clients to the Member, Provided that money so drawn shall not in any case exceed the total of the money so held for the time being for such each client;
- (ii) such money belongs to the member as may have been paid into the client account under para 1c (ii) or 1c (iv) given above;
- (iii) money which may by mistake or accident have been paid into such account in contravention of para C above.

(E) Right to lien, set-off etc., not effected.

Nothing in this para 1 shall deprive a Member broker of any recourse or right, whether by way of lien, set-off, counter-claim charge or otherwise against moneys standing to the credit of clients account.

(2) It shall be compulsory for all Member brokers to keep separate accounts for client's securities and to keep such books of accounts as may be necessary, to distinguish such securities from his/their own securities. Such accounts for client's securities shall inter-alia, provide for the following :

- (a) Securities received for sale or kept pending delivery in the market;
- (b) Securities fully paid for, pending delivery to clients;
- (c) Securities received for transfer or sent for transfer by the member, in the name of client or his nominee(s);
- (d) Securities that are fully paid for and are held in custody by the Member as security/margin etc. Proper authorisation from client for the same shall be obtained by the member;
- (e) Fully paid for clients securities registered in the name of member, if any, towards margin requirements etc.
- (f) Securities given on Vyaj-badla. Members shall obtain authorisation from clients for the same.

(3) Members Brokers shall make payment to their clients or deliver securities purchased within two working days of pay-out unless the client has requested otherwise. Stock Exchange shall issue a Press Release immediately after pay out.

(4) Member Brokers shall buy securities on behalf of client only on receipt of margin of minimum 20 percent on the price of the securities proposed to be purchased, unless the client already has an equivalent credit with broker. Member may not, if they so desire, collect such a margin from Financial Institutions, Mutual Funds and FIIs.

(5) Member Brokers shall sell securities on behalf of client only on receipt of a minimum margin of 20 percent on the price of securities proposed to be sold, unless the member has received the securities to be sold with valid transfer documents to his satisfaction prior to such sale. Member may not, if they so desire, collect such a margin from Financial Institutions, Mutual Fund and FIIs.

(6) Member brokers shall issue the contract note for purchase/sale of securities to a client within 24 hours of the execution of the contract.

(7) In case of purchase on behalf of clients, Member brokers shall be at liberty to close out the transaction by selling the securities, in case the client fails to make the full payment to the Member Broker for the execution of the contract within two days of contract note having been delivered for cash shares and seven days for specified shares or before pay-in day (as fixed by Stock Exchange for the concerned settlement period), whichever is earlier unless the client already has an equivalent credit with the Member. The loss incurred in this regard, if any, will be met from the margin money of that client.

(8) In case of sales on behalf of clients, Member broker shall be at liberty to close out the contract by effecting purchases if the client fails to deliver the securities sold with valid transfer documents within 48 hours of the Contract note having been delivered or before delivery day (as fixed by Stock Exchange authorities for the concerned settlement period), whichever is earlier. Loss on the transaction, if any, will be deductible from the margin money of that client.

ITEM NO. 14

"Resolved that the existing Rule 258 of the Rules of the Exchange relating to disciplinary jurisdiction will be amended as under :

258. The Governing Board/Disciplinary Committee may expel or suspend and/or fine and/or censure, and/or warn and/or withdraw any of the membership rights of a member if he be guilty of contumacious, non-compliance, disobedience, disregard or evasion of any of the Rules, Bye-laws, directions or decisions or rulings of the Exchange of the

Governing Board/Disciplinary Committee or the President or of any committee or officer of the Exchange authorised in that behalf or of any conduct, proceedings or method of business which the Governing Board, Disciplinary Committee in its absolute discretion deems dishonourable, disgraceful or unbecoming a member of the Exchange or inconsistent with just and equitable principles of trade or detrimental to the interests, good name or welfare of the Exchange or prejudicial or subversive to its objects and purposes."

ITEM NO. 15

"Resolved that the existing Bye-law 249(a) relating to appointment of Arbitrators will be amended as under :

349(a) All claims, differences and disputes required to be referred to arbitration under these Bye-laws and Regulations shall be referred to the arbitration of two members of the Exchange/including a member of the Arbitration Committee of the Exchange one to be appointed by each party."

ITEM NO. 16

"Resolved that the Exchange should establish a Customer's Protection Fund for the benefit of the Customers of a defaulting member of the Stock Exchange."

ITEM NO. 17

"Resolved that the following proviso be added after Rule 36 of the Rules of the Exchange :

"Provided further that requirement of Security Deposit as may be decided by the Governing Board under Rule 36 of the Rules of the Exchange would be applicable to all the members of the Stock Exchange as per the directives of the Securities and Exchange Board of India."

[No. MPSE/29/25]

JEYAKUMAR A. S., Executive Director

कार्यालय आयुक्त, केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क

इन्दौर, 13 फरवरी, 1998

का.आ. 431.—श्री जे. एम. एन. कपूर, सहायक आयुक्त, केन्द्रीय उत्पाद शुल्क, प्रभाग उज्जैन, आयुक्तालय इन्दौर-1 निवर्तन आयु प्राप्त करने पर दिनांक 31-1-98 को अपरान्ह में शासकीय सेवा से निवृत्त हुए।

[प. सं. II(3)/9-गोप/93/659]

तरुण कुमार गोविल, उप आयुक्त (कार्मिक एवं सतर्कता)

OFFICE OF THE COMMISSIONER, CENTRAL EXCISE AND CUSTOMS

Indore, the 13th February, 1998

S.O. 431.—Shri J. M. N. Kapoor, Asstt. Commissioner, Central Excise, Divn. Ujjain of Indore-I Commissionerate having attained the age of superannuation retired from Government Service on 31-01-98 in the afternoon.

[F. No. II(3)9-Con/93/659]

TARUN KUMAR GOVIL, Dy. Commissioner (P&V)

इन्दौर, 13 फरवरी, 1998

का.आ. 432.— श्री बी. डी. नेनूराम, सहायक आयुक्त, केन्द्रीय उत्पाद शुल्क आयुक्तालय, इन्दौर-II निवर्तन आयु प्राप्त करने पर दिनांक 31-12-97 को अपरान्ह में शासकीय सेवा से निवृत्त हुए।

[प. सं. II(3) 4-गोप/98/168]

तरुण कुमार गोविल, उप आयुक्त (कार्मिक एवं सतर्कता)

Indore, the 13th February, 1998

S.O. 432.—Shri B. D. Nepuram, Asstt. Commissioner, Central Excise of Indore-II Commissionerate having attained the age of superannuation retired from Government Service on 31-12-97 in the afternoon.

[F. No. II(3)4-Con/98/168]

TARUN KUMAR GOVIL, Dy. Commissioner (P&V)

नागरिक पति, उपभोक्ता मामले और सार्वजनिक वितरण मन्त्रालय

भारतीय मानक ब्यूरो

नई दिल्ली, 10 फरवरी, 1998

का. आ. 433 :—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	शीर्षक भारतीय मानक	भारतीय मानक सं. भाग/अनुभाग वर्ष
(1)	(2)	(3)	(4)	(5)	(6)
1.	6089779	95/10	विजय एप्लायसेंस प्रा. लि. 2-बी इले. इंड. एस्टेट, कक्कालूर 602003	घरेलू और सामान विद्युत् माधित्वों की सुरक्षा भाग 2 विवरण- त्मक अपेक्षाएं खंड 3 विद्युत् इस्तेरी	आईएस 00302 : 92 भाग 02 अनु. 03
2.	7088883	95/10	बिड़ला सुपर सीमेंट (इंडियन एग्रान एंड इंड.) समीप होतगी रेलवे स्टेशन होतगी, सोलापुर जिला-413 215	51 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 12269 : 87
3.	7087477	95/10	दातार स्विचगियर लिमिटेड डब्ल्यू 100 ए, एमआईडीसी अम्बाड, नासिक-422 010	पावर तंत्र के लिये शंट संघारित्र	आईएस 02834 : 87
4.	7088782	95/10	जे. एस. इंडस्ट्रीज, गाला नं. 20/23/जय विला कम्पाउंड	पिटिंग एल्यूमीनियम के बर्तन	आईएस 01660 : 82 भाग 01
5.	7088378	95/10	पंचरत्न उद्योग 248 गुप्त गोविन्द सिंह इंड एस्टेट, वेस्टर्न एक्सप्रेस हाईवे, गोरगांव (ईस्ट) बम्बई-400 063	पानी गर्म करने के इस्टेट हीटर	आईएस 08978 : 85
6.	7087376	95/10	रेपिड इंडस्ट्रीज, मेहता इंडस्ट्रियल एस्टेट, गाला नं. 52, प्रथम तल, लिबर्टी गार्डन, एम () रो नं. 3,	घरेलू और सामान कार्यों के लिए	आईएस 03854 : 87
7.	7088989	95/10	मलाद (वेस्ट) बम्बई 400064 बिड़ला सुपर सीमेंट (इंडियन डियन रेग्रंड एंड इंडस्ट्रीज) समीप होतगी रेलवे स्टेशन, होतगी, सोलापुर जिला-413 215	43 ग्रेड साधारण पोर्टलैंड सीमेंट 3	आईएस 08112 : 78
8.	7087381	95/10	कान्ही केबल्स 65/2/2 महिन्दले गिबरा, साकरी रोड, पुणे (महाराष्ट्र)	शिरोपरि प्रेषण कार्यों के लिए एल्यूमीनियम के चालक भाग-4 एल्यूमीनियम मिश्रधातु लड़- दार चालक एल्यू मेम्बी सिलिकॉन प्रकार	आईएस 00398 : 76 भाग 04

(1)	(2)	(3)	(4)	(5)	(6)
9.	8113553	95/10	सेन्चुरी उद्योग के-815, महिपालपुर एक्सटेंशन, नई दिल्ली-110 037	सेटेक्स फोम रबड़ उत्पाद	आईएस 01741: 60
10.	8114863	95/10	शिवम इलेक्ट्रिकल इंडस्ट्रीज एन-150 बिष्णु गार्डन नई दिल्ली 110 018	बिजली के पानी गर्म करने के भंडारण किस्म के स्थिर हीटर	आईएस 02082: 93
11.	8113962	95/10	सेफ गार्ड इंटरनेशन (प्रा) लि., ए-1/33 चाणक्य प्लेस, सम्मुख सी 1 जनकपुरी, पंजा रोड, नई दिल्ली 110 059	विद्युत् सहायक अंग घरेलू और ऐसे ही संस्थापनों के लिये अतिधारा संरक्षण हेतु परि- पथ विभोजक	आईएस 08828: 78
12.	8114661	95/10	प्लाजा केबल इंडस्ट्रीज, गाव एव पोस्ट रिडाला, रोहिणी, दिल्ली 110034	अनुप्रस्वाद्य जुड़े हुए पॉलीइथाइ- लीन विद्युत् रोधी ताप स्थायी डके केबल	आईएस 07098: 77 भाग 01
13.	996387	95/0	सुधीर साइटिफिक वर्क्स, 1265 बंगाली मोहल्ला, अम्बाला कैंट, हरियाणा	विद्यार्थियों हेतु प्रयोग टाइप सूक्ष्मदर्शी	आईएस 03686: 66
14.	6089274	95/10	मेकपेक प्राइवेट लिमिटेड 65 जीएनटी रोड, कनकनचतराम, मद्रास-600 110	बिस्कोटकों के पैकेजों हेतु सामान्य अपेक्षाएं भाग 1 व्यापारिक उच्च बिस्कोटक	आईएस 10212: 86 भाग 01
15.	6089678	95/10	विजय एप्पलायंसेम प्रा. लि., 2-बी इलै. इंड. एस्टेट, कन्नकासूर 602 003	विद्युत् इस्तरि	आईएस 00366: 91
16.	6089375	95/10	सराफ इलेक्ट्रिक कं. प्रा. लि., कलात्मकारा, समीप इरिजलाकुडा रेलवे स्टेशन, त्रिभूर जिला, केरल-680683	शिरोपरि प्रेषण कार्यों के लिये एल्युमीनियम धातुक	आईएस 00398: 76 भाग 01
17.	7088479	95/10	राजाराम स्टील इंड. एन-4, एमआईडीसी एरिया, हिगना, नागपुर 440016	कंक्रीट प्रबलन के लिये उच्च सामर्थ्य विन्धोपित इस्पात सरिये और तार	आईएस 01786: 85
18.	7089986	95/10	एस्सार स्टील (डिवीजन : एस्सार गुजरात लि.), 27 किमी. सुरत-हाजीरा रोड, हाजीरा, जिला सुरत 394 270	पूर्व-प्रतिबलित कंक्रीट के लिए गद्देदार तार	आईएस 06003: 83
19.	7088277	95/10	इंडिया ड्रॉसबेक लि., बाम्जा रोड, करण नगर, ताल काडी, जिला मेहसाणा 382 727	सिंचाई उपस्कर—सिंचाई लैटरल्स	आईएस 12786: 89
20.	7090163	95/10	ट्रांस ग्लोबल एजेंसीज प्रा. लि., ए-1, 4311/4 फेस 4, जीआईडीसी इंड. एस्टेट, वापी, जिला वलसाड 396 195	मोटर वाहनों के लिये केबल	आईएस 02645: 75

1	2	3	4	5	6
21.	7088580	95/10	एग्रोनल इंडस्ट्रीज, पोर्ट रोड, घोगा, भावनगर 364 005	विबनालफॉण पायसनीय सांद्र	आईएस 08028 : 87
22.	7088681	95/10	एग्रोनल इंडस्ट्रीज, क्रोड रोड, घोगा, भावनगर 364 005	फेनवेलरेट, ईक्षी	आईएस 11997 : 87
23.	7089885	95/10	मेहसाणा जिला को-ऑपरेटिव मिल्क प्रड्यूसर्स यूनियन सुधसागर डेरी, स्टेट हाईवे, मेहसाणा (एम.जी.) 384002	अपशिष्ट रूप से अम्लजन निकाला संघनित दूध और पूर्णरूप से अम्लजन	आईएस 01166 : 86
24.	7089077	95/10	शालीमार इलेक्ट्रोमिक इंडस्ट्रीज, पारदी संघपोरे, कैलाश रोड, बलसाड (गुजरात)	सीलिम रोज	आईएस 00377 : 79
25.	8114459	95/10	आलिशाम पैटर्स (इंडिया), 47/2 हस्तसाल गांव, उत्तम नगर, नई दिल्ली 110 059	सीमेंट रंग रोगन	आईएस 05410 : 69
26.	8117566	95/10	भारत इंसेक्टीसाइड्स लि., ई-17, डीएसआईडीसी इंड. काम्पलेक्स, रोहतक रोड, नांगलोई, दिल्ली 110041	इथियोन पायसनीय सांद्र	आईएस 10319 : 82
27.	8113760	95/10	एलाइड इंडस्ट्रीज कार्पोरेशन; 178 आनन्द इंड. एस्टेट, मोहन नगर, गाजियाबाद	पैराफिन मोम	आईएस 04654 : 74
28.	9097389	95/10	ए एन एस इंडस्ट्रीज, डी-80 फोकल प्वाइंट एक्सटेंशन फेज 2, जालंधर-144 004	धातवर्धन डलवां लोहे के पाइप फिटिंग की विशिष्टि	आईएस 01879 : 87
29.	9097490	95/10	एबरेस्ट इलेक्ट्रिकल वर्क्स (इ.) 927 इंडस्ट्रियल एरिया, फेज 2, चंडीगढ़	विद्युत विकीरकों की विशिष्टि	आईएस 00369 : 92
30.	9096993	95/10	गुजरात अम्बुजा सीमेंट्स लि., समीप जीजीएसटीपी रोपड़ युनिट, पी ओ लोधिमजार, जिला रोपड़, गांव धाबुर्जी,	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 78
31.	9097036	95/10	प्लास्ट इंडिया, 25 बी. एस. इंडस्ट्रियल एस्टेट, बटाला	प्लाव बाल्वों के लिये पॉलीएथी- लीन प्लवों (गोलाकार) की विशिष्टि	आईएस 09762 : 94
32.	9097894	95/10	तिरूपति केमिकल्स लि., सुधियाना रोड, जिला संगरूर, मलेरकोटला, 148 023	जिक सल्फेट, कृषि ग्रेड	आईएस 8249 : 76
33.	9096791	95/10	द्वारा केमिकल इंड. प्रा. लि., 625, मॉडर्न इंडस्ट्रियल एस्टेट, जिला रोहतक, बहादुरगढ़	क्लोरोफास्फोरास पायसनीय सांद्र	आईएस 08944 : 78

(1)	(2)	(3)	(4)	(5)	(6)
34.	9097187	95/10	गुजरात अम्बुजा सीमेंट्स लि. समीप जीजीएसटीपी रोपड़ यूनिट, पीओ लोधिमजार, जिला रोपड़, गाँव धाबुजी	33 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 00269 : 89
35.	9097591	95/10	गुजरात अम्बुजा सीमेंट्स लि., समीप जीजीएसटीपी रोपड़ यूनिट, पी ओ लोधिमजार, जिला रोपड़; गाँव धाबुजी,	53 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 12269 : 87
36.	9097995	95/10	गुजरात अम्बुजा सीमेंट्स लि., समीप जीजीएसटीपी रोपड़ यूनिट, पी ओ लोधिमजार, जिला रोपड़, गाँव धाबुजी	पोर्टलैंड पोर्जोलाना सीमेंट, भाग 1 प्लाई एस आधारित	आईएस 01489 : 91 भाग 01
37.	9097793	95/10	जैन स्पन पाइप कं. बी हलुवास, जिला भिवानी	पूर्ववर्णित कंक्रीट मैन होल के ढक्कन और फ्रेम भाग 1 ढक्कन	आईएस 12592 : 88 भाग 01
38.	9096892	95/10	मिल्क स्पेशियलिटीज लि.,	दूध पाउडर	आईएस 01165 : 92
39.	9096690	95/10	अनु प्राइवेट्स लिमिटेड तिगाँव रोड, पुराना फरीदाबाद, फरीदाबाद (हरियाणा) 121 002	मैलाधियान भुरकन चूर्ण	आईएस 02568 : 78
40.	9096539	95/10	नॉर्वर्न मिनरल्स लि., बोलताबाद रोड, गुडगांव	मैलाधियान भुरकन चूर्ण	आईएस 02568 : 78
41.	5051749	95/10	मै. जगदम्बा आयरन फाउंड्री (प्रा) लि., 12 "बी" रोड, पी ओ साल्किया, हावड़ा 711106	अपशिष्ट और संवाहन के लिए रेल के सांचों में ढले लोहे के सिपगाट और साकेट पाइप फिटिंग और सहायकांग	आईएस 0172 : 79
42.	5051446	95/10	मै० मेटल सीमेंस एण्ड ग्रिन्ट्स लिमिटेड कौखाली, आर-गोपलपुर, 24 परगना, बैस्ट बंगाल 743 510	चौकोर कनस्तर 15 कि०मी० घी वनस्पति, खाद्य तेलों और बेकरी में प्रयुक्त मोयन के लिये	आईएस 10325 : 89
43.	5051648	95/10	अरुणाचल प्लाईवुड इंड० लि०, नामसई, लुहित, नेफा, अरुणाचल प्रदेश	सामान्य प्रयोजनों के लिए प्लाईवुड	आईएस 00303 : 89
44.	5051850	95/10	त्रिपुरा जूट मिल्स लि०, हर्पानिया, पोस्ट अरुवति नगर, अगरतला 799 003 त्रिपुरा	बस्तादि-अनाज भरने के लिए बी-ट्रिविल पटसन के बोरे	आईएस 02566 : 93
45.	5051547	95/10	मै० सिद्धार्थ ट्यूब्स (इंडिया) 16/1, आई०आर० बेलिलियस लेन, हावड़ा 711101	इस्पात के ढक्कनदार कब्जे	आईएस 01341 : 92
46.	5052044	95/10	अंगस जूट बक्स, अंगस, जिला हुगली 712 221	बस्तादि-ए-ट्रिविल पटसन के बोरे	आईएस 01943 : 64

(1)	(2)	(3)	(4)	(5)	(6)
47. 6092970	95/10	राजश्री सीमेंट आदित्या नगर गांव, मालखेड, गुलबर्गा जिला	पोर्टलैंड स्लेग सीमेंट	आईएस 00455 : 89	
48. 6093467	95/10	राजश्री सीमेंट आदित्या नगर गांव, मालखेड, गुलबर्गा जिला	चिनाई की सीमेंट	आईएस 03466 : 88	
49. 8114257	95/10		43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89	
50. 8115360	95/10	कृष्णा मेटल इंडस्ट्रीज, प्लॉट नं० 151, 3 सैन कालोनी, जाम्हा रामबाग रोड,	जल सेवाओं के लिए पेंच कसे जाने वाली ठेलवां तांबा मिश्रधातु की विन्न टोर्टियां और स्टॉप वाल्व पूर्व प्रबालित कं क्रीट पाइप (फिटिंग सहित)	आईएस 00781 : 84	
51. 8114964	95/10	आदित्य सीमेंट्स (शासिम इंड० लि० की एक इकाई) आदित्यापुरम, शम्भुपुरा, चित्तौडगढ़ 312 612	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89	
52. 8116766	95/10	गुजन सीमेंट प्रा० लि०, प्लॉट नं० एफ-59 से 61 ए और जी, 97-99 रिक्को इंडस्ट्रियल एरिया, अलवर, बेहरोड़	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89	
53. 8114358	95/10	जिनेश्वर सीमेंट प्रा० लि०, बी-14, इंडस्ट्रियल एरिया, फेज 2, बुरानडा, जोधपुर 342 001	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89	
54. 8118467	95/10	खेमका एसोसिएट्स एम पी 818 (ए) रोड नं० 14, बी०के०आई० एरिया जयपुर	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89	
55. 8114055	95/10	लक्ष्मी सीमेंट पी ओ सरची रोड 307 021 जे०के० पुरम, सरची	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89	
56. 8116463	95/10	पदम सीमेंट्स प्रा० लि०, एच-15-27, इंडस्ट्रियल एरिया, रतनगढ़, जिला बुरू (राजस्थान)	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89	
57. 8114156	95/10	टाइगर सीमेंट्स (प्रा) लि०, सरस्वती सदन, (टी डी ए) सरकुलगंज, वीकानेर	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89	
58. 9097692	95/10	दाग कैमीकल इंड० प्रा० लि०, 625, मॉडर्न इंडस्ट्रियल एस्टेट, जिला रोहतक, बहादुरगढ़	मिथाइल पैराथियान पायमनीय सांद्र	आईएस 02865 : 78	
59. 8114762	95/10	सगदाना इलेक्ट्रिकल्स 42 न्यू ग्रीनलैंड इंड० काम्पलेक्स, फेज 1, नई दिल्ली 110 020	खनिज भरे खोलदार तापन एलमेंट	आईएस 04159 : 83	

(1)	(2)	(3)	(4)	(5)	(6)
60. 7087982	95/10	कल्पेश केबल इंडस्ट्रीज, 65/2 महात्माजी इंडो एस्टेट नाकरी रोड, महिन्दला, धुने (महा)	शिरोपरि प्रेषण कार्यों के लिये एल्युमीनियम के चालक भाग 4 एल्युमीनियम मिश्रधातु लड़दार चालक एल्यु-मैगनि-सिलिकॉन प्रकार	आईएस 00398 : 76 भाग 04	
61. 7089784	95/10	क्राउन टेलीविजन लि०, ए-1, ए-2, जीआईडीसी, इलेक्ट्रॉनिक्स एस्टेट, गांधीनगर 382 044.	रंगीन दूरदर्शन प्रसारण संचार के लिये रिसेवरों की विशिष्ट	आईएस 10662 : 92	
62. 8116968	95/10	मै० एडवांस्ड एप्लायसेस ई-18, सेक्टर 11, नोएडा जिला गाजियाबाद (उ०प्र०) 201 301.	खनिज भरे खोलदार तापन एलीमेंट	आईएस 04159 : 83	
63. 8117667	95/10	तोशिबा एप्लायसेस कं० ए-24/ए गली नं० 4, आनन्द पर्वत नई दिल्ली 110 005.	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड-3 विद्युत इस्तेरी	आईएस 00302 : 92 भाग 02 अनु० 03	
64. 8148779	95/10	मोहन इंडस्ट्रीज, मोहन डेयरी, सियाना रोड, बुलंदशहर (उ०प्र०)	मलाई सहित दूध पाउडर भाग 1 मानक ग्रेड	आईएस 13334 : 92 भाग 01	
65. 8118366	95/10	नेशनल फार्म केमीकल्स बी-16 सिकन्दराबाद इंडो एरिया, (यूपीएस आईडीसी काम्पलेक्स) सिकन्दराबाद जिला बुलन्दशहर	आईसी प्रोड्रॉन डब्ल्यू पी	आईएस 11995 : 87	
66. 9096084	95/10	माया एप्रो प्रॉडक्ट्स सराय सयैद खाद, बिलिन्दा, जी टी रोड, फतेहपुर	वनस्पति	आईएस 10633 : 86	
67. 9101354	95/10	ईस्टर्न इंडस्ट्रीज 14/22 सिविल लाइन्स, कानपुर 208 001	चमड़े के सुरक्षा बूट और जूते खनिकों के लिए	आईएस 01989 : 86	
68. 8114560	95/10	कुचल उद्योग डी-44, इंडस्ट्रियल एरिया, मेरठ रोड, गाजियाबाद गाजियाबाद-201 003	पेयजल आपूर्ति के लिए गैर-प्लास्टिक कृत पीपीसी पाइप	आईएस 04985 : 88	
69. 8113861	95/10	सोमानिल केमीकल्स एच-21, 23, रोड नं० 1, बंगराजपुर इंडो एरिया, मुजफ्फरनगर	फेजबेलनेट, ई०सी०	आईएस 01997 : 87	
70. 8115966	95/10	युपिका पॉलीविन प्रा० लि०, 126, ऋषभ विहार, दिल्ली 110 092	पेयजल पूर्ति के लिये गैर-प्लास्टिकृत पीवीसी पाइप	आईएस 05985 : 88	
71. 8115461	95/10	काथानि पेन्ट्स एंड केमीकल्स 23 बिहारी नगर, सिहानी गेट गाजियाबाद	ए०सी० वाट ग्रंटामीटर, क्लास 0.5, 1 एवं 2	आईएस 13010 : 90	

1	2	3	4	5	6
72.	6090966	95/10	जी एस बी पुलवरटिजिंग प्लॉट नं० 122 एवं 123, आईडीए कोण्डापल्ली, कृष्णा कोण्डापल्ली	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89
73.	6091160	95/10	मिडवेस्ट आयरन एंड स्टील कं० लि०, समीप दसी रेलवे स्टेशन, श्रीकाकुलम, पी०ओ० दसी 532 484	पोर्टलैंड सलेज सीमेंट	आईएस 00455 : 89
74.	6091463	95/10	विष्णुप्रिया पुलवराइजर्स ई-2 एवं 7 इंडस्ट्रियल एस्टेट, वेंकटेश्वर पॉलेम, नलगौडा, मिरयालगुडा 508 207	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89
75.	6090562	95/10	केसोराम सीमेंट बसन्तनगर, जिला करीमनगर 505187	अल्पदाब द्रवणीय गैसों के लिये 5-लिटर से अधिक जलक्षमता वाले बेल्डित अन्य कार्बन इस्पात के लिये सिलिंडर भाग 1 गैसों के लिये सिलिंडर	आईएस 03196 : 92 भाग 01
76.	6090865	95/10	केसोराम सीमेंट बसन्तनगर, जिला करीमनगर 505 187	53 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 12269 : 87
77.	6091362	95/10	सुवर्णा सीमेंट्स लिमिटेड मेल्लाचेरु 508 264 नलगौडा जिला	53 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 12269 : 87
78.	6091059	95/10	स्ट्रास्टिक बेजीटेबल ऑयल प्राइवेट्स लि०, 18-2-45/3 चन्नायानागुडा, हैदराबाद 500 005	वनस्पति	आईएस 10633 : 86
79.	6092263	95/10	कय्यालिल रबर्स प्रा० लि०, 1/439 सी थोंगालूर त्रिसूर 680 581	अमोनिया परिरक्षित प्राकृतिक रबड़ का सांद्र लेटेक्स	आईएस 05430 : 81
80.	7090264	95/10	एस्सार स्टील (डिबीजन : एस्सार गुजरात लि०) 27 किमी० सुरत-हजीरा रोड हजीरा, जिला सुरत 394 270	सामान्य संरचना इस्पात में पुन- वैलन के लिये कार्बन हलवा इस्पात बिलेट इंगट, बिलेट, ब्लूम और स्ले	आईएस 02830 : 92
81.	7089582	95/10	जुनागढ़ डेयरी (यूनिट : गुजरात डेयरी डेव० कारपो०) जफर मैदान, जुनागढ़ 362 001	मलाई सहित दूध पाउडर भाग 1 मानक ग्रेड	आईएस 13334 : 92 भाग 01
82.	8116160	95/10	एशियन एप्पलायसेस एफ-332, लाओ सराय, नई दिल्ली 110 030	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त गैस चूल्हे	आईएस 04246 : 92
83.	8116764	95/10	फ्लेम्स (इंडिया) प्लॉट नं० 4, प्रथम तल, पित्तम पुरा गांव, दिल्ली 110 034	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त गैस चूल्हे	आईएस 04246 : 92

1	2	3	4	5	6
84. 8116362	95/10	एल०जी०आर० केबल इंडस्ट्रीज, 9/40 बाजार गली, विणवास नगर शाहदरा, दिल्ली 110 032	1100 वोल्ट तक की कार्यकारी वोल्टता के लिये पीबीसी रोधित केबल	आईएस 00694 : 90	
85. 8116665	95/10	एनजीएच इलेक्ट्रिकल्स एफ-30 मानसरोवर गार्डन, नई दिल्ली 110 015	क्षीन फेजीय प्रेरण मोटर	आईएस 00325 : 78	
63. 8118063	95/10	आर०सी० केमीकल इंडस्ट्रीज, ए-87 ओखला इंड० एरिया, फेज-2, नई दिल्ली 110 020	1000 वोल्ट ए०सी० या 1200 डी०सी० वॉय क्विज स्विच, वॉय क्विज डिस्कनेक्टर, वॉय क्विज स्विच डिस्कनेक्टर और वॉय वियोजन इकाइयां, भाग 1 साधारण अपेक्षाएं	आईएस 04064 : 78 भाग 01	
87. 8117465	95/10	ए०के० इंडस्ट्रीज, 13/16 ओंकार नगर बी, खिनगर, दिल्ली 110 035	अभिनवमन यंत्रों में प्रयोग के लिये गैस कार्टिज	आईएस 04957 : 85	
88. 8117768	95/10	क्राउन सेल्स ए-23 ब्रिज पुरी एक्सटेंशन, पी०ओ० कृष्णा नगर, दिल्ली	विद्युत इस्तरी	आईएस 00366 : 91	
89. 8117263	95/10	दया इंडस्ट्रीज, डी-9 फ्लैट्टेड फैक्टरी काम्प्लेक्स मंडोवाल नई दिल्ली 110 055	घरेलू और समान विद्युत साधनों की सुरक्षा भाग 2 विवरणात्मक अपेक्षाएं खंड 3 विद्युत इस्तरी	आईएस 00302 : 92 भाग 02 अनु 03	
90. 8118265	95/10		क्लोरोपाइरीफॉस पायसनीय सांद्र	आईएस 08944 : 78	
91. 8117869	95/10	निशा इंटरप्राइजेज 4906/8 कटरा इमली आर्य पुरा सब्जी मंडी, दिल्ली 110 007	250 वोल्ट तक की रेडित वोल्टता और 16 एम्पीयर तक की रेडितधारा के लिये प्लग सॉकेट आउटलेट	आईएस 01293 : 88	
92. 8117970	95/10	निशा इंटरप्राइजेज 4906/8 कटरा इमली, आर्यपुरा सब्जी मंडी, दिल्ली 110 007	घरेलू और समान कार्यों के लिये स्विच	आईएस 03854 : 88	
93. 8115865	95/10	सुप्रीम केबल्स 136/2 रिठाला रोड, गांव बावली दिल्ली 110 042	1100 वोल्ट तक की कार्यकारी वोल्टता के लिये पीबीसी रोधित केबल	आईएस 00694 : 90	
94. 8118164	95/10	सांघी वेंड्स एण्ड केमीकल्स (प्रा०) लि०, खसरा नं० 4917/3 गली नं० 15, समयपुर, दिल्ली 110 042	सीमेंट रंग रोगन	आईएस 05410 : 92	
95. 8115158	95/10	विधि इंटरप्राइजेज 2553 सतनगर धर्मपुरा, (इनसाइड दरीबा, चांदनीचौक) दिल्ली 110 006	सिंचाई उपकरण—(मजक)	आईएस 13487 : 92	

1	2	3	4	5	6
96.	8115663	95/10	भारत इंजीनियरिंग सर्विस बस स्टैंड, उज्जैन, जहांगीरपुर	पावर और शार की सुरक्षा अवैकाएं	आईएस 09020 : 79
97.	8117061	95/10	इंडियन पावर केबल्स (इकाई : इकाई पावर केबल्स लि०) एस-3, टाईप थोड (एकेवीएन) सेक्टर 1, धारापित्तपुर	1100 वोल्ट तक की कार्यकारी वोल्टता के लिये पीवीसी रोधित केबल	आईएस 00694 : 90
98.	8117364	95/10	राजिन्द्र स्टील लि०, सिलसारा इंडस्ट्रियल ग्रोथ सेंटर रायपुर	सामान्य संरचना इस्पात में पुन- वैलन के लिये कार्बन तलवा इस्पात बिलेट, बिलेट ब्लूम और स्ले की विशिष्टि	आईएस 02830 : 92
99.	8115259	95/10	श्री बजरंग एलमि लि०, प्लॉट नं० 521-सी, उर्ला इंड० एस्टेट, रायपुर (म०प्र०)	सामान्य संरचना इस्पात	आईएस 02062 : 92
100.	8113659	95/10	बिमल केमिकल्स (प्रा) लि०, 8वां किमी०, जनपथ रोड, गांधी नगर, मुजफ्फरनगर	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89
101.	9096488	95/10	सुनसुतवाला वनस्पति लि०, नवपुर, पोस्ट धानागडी, तहसील : बरकाट	वनस्पति	आईएस 10633 : 86
102.	9097288	95/10	मै० साबित्री इंडस्ट्रीज, आर आर कम्पाउंड, गुड थोड रोड, ऐशबाग, लखनऊ	विद्युत संस्थापन के लिये कंड्यूट भाग 3 कंड्यूट विद्युत रोधक सामग्री के लिये सांद्र कंड्यूट	आईएस 09537 : 81 भाग 03
103.	6091261	95/10	करियन एब्राहम लि०, 25/1-185/3 इंडस्ट्रियल एस्टेट कोनक, नाजिरकापल तमिलनाडु 629 004	आईएस 13422 : 92 एक बार उपयोग वाले रबड़ के शल्य क्रिया दस्ताने	आईएस 13422 : 92
104.	6090663	95/10	श्री बालाजी वाल्स, 39-सी एस०जी०आर० सलई पलवक्कम, मद्रास-600 041	प्रक्षिप्त मेट्रोलेखियम गैस मिश्रण के उपयोग के लिये अल्पदाब रेगुलेटर	आईएस 09798 : 81
105.	6090461	95/10	हरि इंडस्ट्रीज, 3 धनलक्ष्मी नगर, सिधापुडूर, कोयम्बतूर 641 044	कृषि अनुप्रयोग के लिये अपकेन्द्री पम्पों के लिये तीन फेजीय स्विचरल केज प्रेरण मोटर	आईएस 07538 : 75
106.	8116261	95/10	इंडियन केटल एण्ड स्टील इंडस्ट्री जी-1/37, जी०टी० करनाल रोड, इंडस्ट्रियल एरिया, आजादपुर दिल्ली 110 033	घरेलू प्रेशर कुकर	आईएस 02347 : 87

Ministry of Civil Supplies, Consumer Affairs & Public Distribution

Bureau of India Standard

New Delhi, the 10th February, 1998

S.O. 433.—In pursuance of Sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations, 1988, of Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule:—

SCHEDULE

Sl. No.	Licence No.	Operative Date	Name & address (factory) of the party	Title of the standard	IS: NO/Part/Sec. & Year
1	2	3	4	5	6
1.	6089779	95/10	Vijay Appliances Pvt. Ltd. 2-B, Elec. Indl. Estate Kakkalur 602003	Safety of household and similar electric appliances ; Part 2 Particular requirements, Sec 3 Electric Iron	IS 00302: 92 PART 02 SEC 03
2.	7088883	95/10	Birla Super Cement (A Divn. of Indian Rayon & Inds. Near Hotgi Railway Station Hotgi Solapur Dist 413215	53 grade ordinary Portland cement (Amendments 3)	IS 12269 : 87
3.	7087477	95/10	Datar Switchgear Limited W-100 A, MIDC AMBAD Nasik 422010	Shunt capacitors for power systems (second revision) (Amendments 4)	IS 02834 : 86
4.	7088782	95/10	J. S. Industries Gala No. 20/23 Jai Villa Compound Cama Industrial Estate Walbhath Rd., Goregaon (E) Bombay 400063	Wrought aluminium utensils ; Part 1 Cooking table, serving storing and baking utensils (second revision) (Amendments No. 2)	IS 01660 : 82 PART 01
5.	7088378	95/10	Panchratna Udyog 248 Guru Gobind Singh Indl. Estate Western Express Highway Goregaon (E) Bombay 400063	Electric instantaneous water heaters (second revision) (Amendment 1)	IS 08978 : 85
6.	7087376	95/10	Rapid Industries Mehta Industrial Estate Gala No. 52, 1st Floor Liberty Garden X Road No. 3 Malad (West) Bombay 400064	Switches for domestic and similar purposes (first revision) (Amendments 3)	IS 03854 : 88
7.	7088984	95/10	Birla Super Cement (A Divn. of Indian Rayon & Inds. Near Hotgi Railway Station Hotgi Solapur Dist 413215	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112 : 78
8.	7087881	95/10	Kanti Cables 65/2/2 Mahindale Shivar Sakri Road Dhule (Mah.)	Aluminium conductors for overhead transmission purposes : Part 4 Aluminium alloy stranded conductors (aluminium magnesium silicon type) (third revision)	IS 00398 : 76 PART 04
9.	8113558	95/10	Century Udyog K-815, Mahipalpur Extension New Delhi 110037	Latex-foam rubber products (Amendment Nos. 4)	IS 01741 : 60

1	2	3	4	5	6
10.	8114863	95/10	Shivam Electrical Industries N-150, Vishnu Garden New Delhi 110018	Stationary storage type electric water heaters (third revision) (Amendment 1)	IS 02082 : 93
11.	8113962	95/10	Safe Guard International (P) Ltd. A-1/33, Chankya Place Opp. C-1 Janak Puri Pankha Road New Delhi 110059	Circuit breakers for over current protection for household and similar installations (first revision)	IS 08828 : 78
12.	8114661	95/10	Plaza Cable Industries Village & P.O. Rithala Rohini Delhi 110034	Cross-linked polyethylene insulated PVC sheathed cables : Part 1 For working voltage upto and including 1100 V (first revision) (Amendment 1)	IS 07097 : 77 PART 01
13.	9096387	95/10	Sudheer Scientific Works 1265, Bengali Mohalla Ambala Cantt, Haryana	Student type microscope (Amendments 2)	IS 03686 : 66
14.	6089274	95/10	Mak Pack Private Limited 65, GNT Road, Kanakkanchatram Madras 600110	General requirements for packages of explosives : Part 1 Commercial high explosives (first revision) (Amendment 1)	IS 10212 : 86 PART 01
15.	6089678	95/10	Vijay Appliances Pvt. Ltd. 2-B, Elec. Indl. Estate Kakkalur 602003	Electric Iron (fourth revision)	IS 00366 : 91
16.	6089375	95/10	Saraf Electric Co. Pvt. Ltd., Kallattumkara Near Irinjalakuda Rly. Station Trichur District Kerala 680683	Aluminium conductors for over- head transmission purposes ; Part 1 Aluminium standard conductors (second revision) (Amendment No. 1)	IS 00398 : 76 PART 01
17.	7088479	95/10	Rajaram Steel Inds. N-4, MIDC Area Higna Nagpur 440016	High strength deformed steel bars and wires for concrete reinforcement (Third revision) (superseding IS : 1139-1966) (Amendment No. 1)	IS 01786 : 85
18.	7089986	95/10	Essar Steel (A Division of Essar Gujarat Ltd.) 27 Km Surat Hazira Road Hazira Distt Surat 394270	Indented wire for prestressed concrete (first revision) (Amendment 1)	IS 06003 : 83
19.	7088277	95/10	India Drossbach Ltd Vamja Road Karan Nagar Tal Kadi Distt Mahesana 382727	Irrigation equipment—polyethylene pipes for irrigation laterals (Amendment 1)	IS 12786 : 89
20.	7090163	95/10	Trans Global Agencies Pvt.Ltd. A-1, 4311/4 Phase 4 GIDC Indl Estate Vapi Distt Valsad 396195	Integral cement water proofing compounds (first revision) (Amendment No. 1)	IS 02645 : 75
21.	7088580	95/10	Agronule Industries Port Road Ghoga Bhavnagar 364005	Quinalphos emulsifiable concrete (first revision)	IS 08028 : 87

1	2	3	4	5	6
22.	7088681	95/10	Agromile Industries Port Road Ghoga Bhavnagar 364005	Fenvalerate, EC (Amendment 1)	IS 11997 : 87
23.	7089885	95/10	Mehsana district Co-Operative Milk Producer's UNIO Sudhsagar Dairy State Highway Mehsana (M.G.) 384002	Condensed milk, partly skimmed and skimmed condensed milk (Second revision) (Amendment 1)	IS 01166 : 86
24.	7089077	95/10	Shalimar Electronic Industries Pardi Sandhpore Kailash Road Valsad (Gujrat)	Ceiling roses (second revision) (Amendments 4)	IS 00371 : 79
25.	8114459	95/10	Alishan Paints (India), 47/2, Hastal Village, Uttam Nagar, New Delhi New Delhi-110 059.	Cement paint (first revision) (Amendment 1).	IS 05410 : 69
26.	8117566	95/10	Bharat Insecticides Ltd. E-17, DSIDC Industrial Complex, Rohtak Road, Nangloi, Delhi-110 041.	Ethion emulsifiable concentrate (Amendment 1).	IS 10319 : 82
27.	8113760	95/10	Allied Industries Corporation, 178, Anand Indl. Estate, Mohan Nagar, Ghaziabad.	Paraffin wax (second revision).	IS 04654 : 74
28.	9097389	95/10	A.N.S. Industries D-80, Focal Point Extension Phase II, Jalandhar-144 004.	Malleable cast iron pipe fittings (second revision) (Amendment Nos. 3).	IS 01879 : 87
29.	9097490	95/10	Everest Electrical Works (I), 927, Industrial Area Phase II, Chandigarh.	Electric radiators (third revision).	IS 00369 : 92
30.	9096993	95/10	Gujarat Ambuja Cements Ltd., Near GGSTP Ropar Unit, PO Lodhimazara, Distt. Ropar, Vill : Dhaburji.	43 grade ordinary Portland cement (first revision) (Amendments 3).	IS 08112 : 78
31.	9097086	95/10	Plast India, 25, B.F., Industrial Estate, Batala.	Polyethylene floats (Spherical) for float valves.	IS 09762 : 94
32.	9097894	95/10	Tirupati Chemicals Ltd., Ludhiana Road, Distt. Sangrur, Malerkotla-148 023.	Zinc sulphate, agricultural grade (Amendments 2).	IS 08249 : 76
33.	9096791	95/10	Dara Chemical Inds. Pvt. Ltd. 625, Modern Industrial Estate, Distt. Rohtak, Bahadurgarh.	Chlorpyrifos emulsifiable (concentrates (Amendment 1).	IS 08944 : 78
34.	9097187	95/10	Gujarat Ambuja Cements Ltd. Near GGSTP Ropar Unit, PO Lodhimazara, Distt. Ropar, Vill : Dhaburji.	33 Grade ordinary portland cement (fourth revision) (Amendments 3).	IS 00269 : 89
35.	9097591	95/10	Gujarat Ambuja Cements Ltd. Near GGSTP Ropar Unit, PO Lodhimazara, Distt. Ropar, Vill : Dhaburji.	53 grade ordinary Portland cement (Amendments 3).	IS 12269 : 87

1	2	3	4	5	6
36. 9097995	95/10	Gujarat Ambuja Cements Ltd., Near GGSTP Ropar Unit, PO Lodhimazara, Distt. Ropar, Vill : Dhaburji.	Portland pozzolana cement Part 1 Flyash based (third revision).	IS 01489 : 91 Part 01	
37. 9097793	95/10	Jain Spun Pipe Co., V Halawas, Distt. Bhiwani.	Precast concrete manhole covers and frames : Part 1 Covers (Amendments 2).	IS 12592 : 88 Part 01	
38. 9096892	95/10	Milk Specialities Ltd.	Milk powder (Fourth revision) (Amendment 1).	IS 01165 : 92	
39. 9096690	95/10	Anu Products Limited, Tigaon Road, Old Faridabad, Faridabad (Haryana) Faridabad,—I21 002.	Malathion dusting powders (second revision) (with amend- ment No. 1).	IS 02568 : 78	
40. 9096589	95/10	Northern Minerals Ltd., Daulatabad Road, Gurgaon.	Malathion dusting powders (second revision) (with amend- ment No. 1).	IS : 02568 : 78	
41. 5051749	95/10	M/s. Jagdamba Iron Foundry (P) Ltd., 12, "B" Road, P.O. Sakia, Howrah—711 106.	Sand cast iron spigot and socket soil waste and ventilating pipes, fitting and accessories (first revision) (Amendments 3).	IS 01729 : 79	
42. 5051446	95/10	M/s. Metal Seamers and Printers Limited, Kaikhali, R-Gopalpur, 24-Parganas (N), West Bengal West Bengal—743 510.	Square tins—15 kg for ghee, VANASPATHI, edible oils and bakery shortenings (first revision) (Amendment 1).	IS 10325 : 89	
43. 5051648	95/10	Arunachal Plywood Ind. Ltd., Namsai, Lohit, NEFA, Arunachal Pradesh.	Plywood for general purposes (Third revision) (Amendment 1).	IS 00303 : 89	
44. 5051850	95/10	Tripura Jute Mills Ltd., Hapania, Post : Arundhati Nagar, Agartala—799 003, Tripura.	Textiles—B-twill jute bags for packing food grains (third revision).	IS 02566 : 93	
45. 5051547	95/10	M/s. Sidharth Tubes (India), 16/I, L.R. Belitious Lane, Howrah—711 101.	Steel butt hinges (sixth revision).	IS 01341 : 92	
46. 5052044	95/10	Angus Jute Works, Angus, Distt. Hooghly—712 221.	A-twill jute bags (revised) (Amendments Nos. 5).	IS 01943 : 64	
47. 6092970	95/10	Rajashree Cement, Adithya Nagar Village, Malkhead, Gulbarga Distt.	Portland slag cement (fourth revision) (Amendments 3).	IS 00455 : 89	
48. 6093467	95/10	Rajashree Cement, Adithya Nagar Village, Malkhead, Gulbarga Distt.	Masonry cement (second revision) (Admendment 1).	IS 03466 : 88	
49. 8114257	95/10		43 grade ordinary Portland cement (first revision) (Amendments 3).	IS 08112 : 89	
50. 8115360	95/10	Krishna Metal Industries, Plot No. 154, Hassen Colony, Jamwa Ramgarh Road, Jaipur—302 002.	Cast copper alloy screw down bib taps and stop valves for water services (Third revision) (Amendment 1).	IS 00781 : 84	

1	2	3	4	5	6
51. 8114964	95/10	Aditya Cements, (A unit of Grasim Inds. Ltd.) Adityapuram, Shambhupura, Chittorgarh—312 612.	43 grade ordinary Portland cement (first revision) (Amendments 3).	IS 08112 : 89	
52. 8116766	95/10	Gunjan Cement Pvt. Ltd., Plot No. F-59 to 61A & G 97-99, RIICO Industrial Area, Alwar Behror.	43 grade ordinary Portland cement (first revision) (Amendments 3).	IS 08112 : 89	
53. 8114358	95/10	Jineshwar Cement Pvt. Ltd., B-14, Industrial Area, Phase II, Boranada, Jodhpur—342 001.	43 grade ordinary Portland cement (first revision) (Amendments 3).	IS 08112 : 89	
54. 8118467	95/10	Khemka Associates, SP 818(A), Road No. 14, V.K.I. Area, Jaipur—13.	43 grade ordinary Portland cement (first revision) (Amendments 3).	IS 08112 : 89	
55. 8114055	95/10	Lakshmi Cement, P.O. Sirohi Road—307 021, Jay Kay Puram, Sirohi Sirohi	43 grade ordinary Portland cement (first revision) (Amendments 3).	IS 08112 : 89	
56. 8116463	95/10	Padam Cements Pvt. Ltd., H-15-27, Industrial Area, Ratangarh, Distt. Churu (Rajasthan).	43 grade ordinary Portland cement (first revision) (Amendments 3).	IS 08112 : 89	
57. 8114156	95/10	Tiger Cements Pvt. Ltd., Saraswati Sadan, TD(A) Sardulganj, Bikaner.	43 grade ordinary Portland cement (first revision) (Amendments 3).	IS 08112 : 89	
58. 9097692	95/10	Dara Chemical Inds. Pvt. Ltd., 625, Modern Industrial Estate, Distt. Rohtak, Bahadurgarh.	Methyl parathion emulsifiable concentrates (first revision) (with amendment No. 5).	IS 02865 : 78	
59. 8114762	95/10	Sardana Electricals, 42, New Okhla Indl. Complex, Phase I, New Delhi—110 020.	Mineral filled sheathed heating elements (second revision) (Amendments 6).	IS 04159 : 83	
60. 7087982	95/10	Kalpesh Cable Industries, 65/2, Mahatmaji Indl. Estate, Sakri Road, Mahindala, Dhule (Mah.).	Aluminium conductors for over- head transmission purposes : Part 4 Aluminium alloy stranded conductors (aluminium mag- nesium silicon type) (third revision).	IS 00398 : 76 Part 04	
61. 7089784	95/10	Crown Television Ltd., A-1, A-2, GIDC Electronics Estate, Gandhinagar—382 044.	Receivers for colour television broadcast transmissions (first revision).	IS 10662 : 92	
62. 8116968	95/10	M/s. Advanced Appliances, E-18, Sector XI, NOIDA, Distt. Ghaziabad (U.P.)—201 301.	Mineral filled sheathed heating elements (second revision) (Amendments 6).	IS 04159 : 83	
63. 8117667	95/10	Toshiba Appliances Co., A-24/A, Gali No. 4, Anand Parbat, New Delhi—110 005.	Safety of household and similar electrical appliances : Part 2 Particular requirements, Sec 30 Electric radiator (Amendment 1).	IS 00302 : 92 Part 02 SEC 30	
64. 8148779	95/10	Mohan Industries, Mohan Dairy, Siyana Road, Bulandshahr (U.P.).	Skim milk powder : Part 1 Standard grade (Amendment 1).	IS 13334 : 92 PART 01	

1	2	3	4	5	6
65.	8118366	95/10	National Farm Chemicals, B-16, Sikandrabad Indl. Area, (UPSIDC Complex), Sikandrabad, Distt. Bulandshahar.	Isoproturon, WP.	IS 11995 : 87
66.	9096084	95/10	Maya Agro Products, Sarai Sayeed Khan, Bilinda, G.T. Road, Fatehpur, Fatehpur.	VANASPATI (first revision) (Amendment 1).	IS 10633 : 86
67.	9101354	95/10	Eastern Industries, 14/22, Civil Lines, Kanpur—208 001.	Leather safety boots and shoes for miners (fourth revision) (Amendment No. 1).	IS 01989 : 86 PART 01
68.	8114560	95/10	Kuchal Udyog, D-44, Industrial Area, Meerut Road, Ghaziabad, Ghaziabad—201 003.	Unplasticised PVC pipes for potable water supplies (second revision) (Amendment 1).	IS 04985 - 88
69.	8113861	95/10	Somanil Chemicals, H-21, 23 Road No. 1, Bagrajpur Indl. Area, Muzaffar Nagar.	Fenvalerate, EC (Amendment 1).	IS 11997 : 87
70.	8115966	95/10	Upica Polyvin Pvt. Ltd., 126, Rishab Vihar, Delhi—110 092.	Unplasticised PVC pipes for potable water supplies (second revision) (Amendment 1).	IS 04985 : 88
71.	8115461	95/10	Katyani Paints & Chemicals, 23 Behari Nagar, Sihani Gate, Ghaziabad.	AC watt-hour meter, class 0.5, 1 and 2 (Amendment 1).	IS 13010 : 90
72.	6090966	95/10	G S B Pulverisers, Plot No. 122 & 123, IDA, Kondapally, Krishna, Kondapally.	43 grade ordinary Portland cement (first revision) (Amendments 3).	IS 08112 : 89
73.	6091160	95/10	Midwest Iron and Steel Co. Limited, Near Dusi Railway Station, Srikakulam, P.O. Dusi—532 484.	Portland slag cement (fourth revision) (Amendments 3).	IS 00455 : 89
74.	6091463	95/10	Vishnupriya Pulverisers, E-2 & 7, Industrial Estate, Venkatadripalem, Nalgonda, Miryalaguda—508 207.	43 grade ordinary Portland cement (first revision) (Amendments 3).	IS 08112 : 89
75.	6090562	95/10	Kesoram Cement, Basantnagar, Distt. Karimnagar—505 187.	Welded low carbon steel cylinder exceeding 5 litre water capacity for low pressure liquifiable gases : Part 1 Cylinders for liquified petroleum gas (LPG) (fourth revision).	IS 03196 : 92 PART 01
76.	6090865	95/10	Kesoram Cement, Basantnagar, Distt. Karimnagar—505 187.	53 grade ordinary Portland cement (Amendments 3).	IS 12269 : 87
77.	6091362	95/10	Suvarna Cements Limited, Mellacheruvu—508 264, Nalgonda District.	53 grade ordinary Portland cement (Amendments 3).	IS 12269 : 87
78.	6091059	95/10	Swastik Vegetable Oil Products Ltd., 18-2-45/3, Chandrayanagutta, Hyderabad—500 005.	VANASPATI (first revision) (Amendment 1).	IS 10633 : 86

1	2	3	4	5	6
79. 6092263	95/10	Kaippallil Rubbers Pvt. Ltd., 1/439 C, Thangaloor, Thrissur—680 581.	Ammonia preserved concentrated natural rubber latex (first revision) (Amendment 1).	IS 05430 : 81	
80. 7090264	95/10	Essar Steel (A Division of Essar Gujarat Ltd.), 27 Km Surat-Hazira Road, Hazira, Distt. Surat—394 270.	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes (second revision)	IS 02830 : 92	
81. 7089582	95/10	Junagadh Dairy (Unit of M/s. Gujarat Dairy Dev. Corp), Jaffar Maidan, Junagadh—362 001.	Skim milk powder : Part 1 Standard grade (Amendment 1)	IS 13334 : 92 PART 01	
82. 8116160	95/10	Asian Appliances, F-332, Lado Sarai, New Delhi—110 030.	Domestic gas stoves for use with liquified petroleum gases (fourth revision).	IS 04246 : 92	
83. 8115764	95/10	Flames (India), Plot No. 4, First Floor, Pitam Pura Village, Delhi—110 034.	Domestic gas stoves for use with liquified petroleum gases (fourth revision).	IS 04246 : 92	
84. 8116362	95/10	L.G.R. Cable Industries, 9/40, Bazar Gali, Vishwas Nagar, Shahdara, Delhi—110 032.	PVC Insulated cables for working voltages upto and including 1100 V (third revision) (Amend- ment No. 1 to 4).	IS 00694 : 90	
85. 8116665	95/10	NGH Electricals, F-30, Mansarovar Garden, New Delhi—110 015.	Three-phase induction motors (fourth revision) (Amendments 4).	IS 00325 : 78	
86. 8118063	95/10	R. C. Chemical Industries, A-87, Okhla Indl. Area, Phase II New Delhi—110 020.	Air-break switches, air break dis- connectors, air-break switch disconnectors and fuse-combi- nation units for voltages not exceeding 1000V ac or 1200V dc : Part I General requirements (revised) (superseding IS : 2607 & 4047) (Amendments 3).	IS 04064 : 78 PART 01	
87. 8117465	95/10	A. K. Industries, 13/16, Onkar Nagar B, Trinagar, Delhi—110 035.	Gas cartridges for use in fire ex- tinguishers (second revision) (Amendments 4).	IS 04947 : 85	
88. 8117768	95/10	Crown Sales, A-23, Shiv, Puri Extn., P.O. Krishna Nagar, Delhi.	Electric irons (fourth revision).	IS 00366 : 91	
89. 8117263	95/10	Daya Industries, D-9, Flatted Factory Complex, Jhandewalan, New Delhi—110 055.	Safety of household and similar electric appliances : Part 2 Particular requirements, Sec.3 Electric Iron.	IS 00302 : 92 PART 02 SEC 03	
90. 8118265	95/10		Chlorpyrifos emulsifiable concen- trates (Amendment 1).	IS 08944 : 78	
91. 8117869	95/10	Nisha Enterprises, 4906/8, Katra Imli, Arya Pura, Subzi Mandi, Delhi—110 007.	Plugs and socket outlets of rated voltage upto and including 250 volts and rated current up to and including 16 amperes (second revision) (Amendments 3).	IS 01293 : 88	

1	2	3	4	5	6
92.	8117970	95/10	Nisha Enterprises, 4906/8, Katra Imli, Arya Pura, Subzi Mandi, Delhi—110 007.	Switches for domestic and similar purposes (first revision) (Amendments 3).	IS 03854 : 88
93.	8115865	95/10	Supreme Cables, 136/2, Rithala Road, Village Badli, Delhi—110 042.	PVC Insulated cables for working voltages upto and including 1100 V (third revision) (Amendment No. 1 to 4).	IS 00694 : 90
94.	8118164	95/10	Sanghi Paints & Chemicals (P) Ltd., Khasra No. 4917/3, Gali No. 15, Samaipur, Delhi—110 042.	Cement paint (first revision) (Amendment 1).	IS 05410 : 92
95.	8115158	95/10	Vidhi Enterprises, 2553, Satghara, Dharampura, (Inside Dariba, Chandni Chowk), Delhi—110 006.	Irrigation equipment—emitters.	IS 13487 : 92
96.	8115663	95/10	Bharat Engineering Services, Bus Stand, Ujjain, Jahangirpur.	Safety requirement for power threshers (Amendments 4).	IS 09020 : 79
97.	8117061	95/10	Indian Power Cables (Unit of Indo Power Cables Ltd.), S-3, Type Shed (AKVN), Sector 1, Dhar, Pithampur.	PVC Insulated cables for working voltages upto and including 1100 V (third revision) (Amendment No. 1 to 4).	IS 00694 : 90
98.	8117364	95/10	Rajinder Steel Ltd. (HRSS Division), Siltara Industrial Growth Centre, Raipur.	Carbon steel cast billet ingots, billets, blooms and slabs for re-rolling into steel for general structural purposes (second revision).	IS 02830 : 92
99.	8115259	95/10	Shri Bajrant Alloy Ltd., Plot No. 521-C, Urla Indl. Estate, Raipur (M.P.).	Steel for general structural pur- poses (Fourth revision) (super- sedes IS 225 : 1975) (Amend- ment No. 1).	IS 02062 : 92
100.	8113659	95/10	Bimal Chemicals (P) Ltd., 8th Km., Jansath Road, Village Shernagar, Muzaffarnagar.	43 grade ordinary Portland cement (first revision) (Amendments 3).	IS 08112 : 89
101.	9096488	95/10	M/s. Jhunjhunwala Vanaspati Ltd., Naupur, P.O. Thanagaddi, Tehsil : Kerakat, Jaunpur.	VANASPATI (first revision) (Amendment 1).	IS 10633 : 86
102.	9097288	95/10	M/s. Savitri Industries, R R Compound, Good Shed Road, Aishbagh, Lucknow.	Conduits for electrical installa- tions : Part 3 Rigid plain con- duits of insulating materials (superseding IS 2509).	IS 09537 : 81 PART 03
103.	6091261	95/10	Kurian Abraham Ltd., 25/1—185/3, Industrial Estate, Konam, Nagercoil, Tamilnadu—629 004.	Disposable surgical rubber gloves.	IS 13422 : 92

1	2	3	4	5	6
104. 6090663	95/10	Sri Balaji Valves, 39-C, M.G.R. Salai, Palavakkam, Madras—600 041.	Low pressure regulators for use with liquefied petroleum gas (LPG) (Amendments 5).	IS 09798 : 81	
105. 6090461	95/10	Hari Industries, 3 Dhanalakshmi Nagar, Sidhapudur, Coimbatore—641 044.	Three phase squirrel cage induc- tion motors for centrifugal pumps for agricultural applications (Amemdments 5).	IS 07538 : 75	
106. 8116261	95/10	Indian Metal & Steel Industry, G-1/37, G.T. Karnal Road, Industrial Area, Azadpur, Delhi—110 033.	Domestic pressure cookers (third revision).	IS 02347 : 87	

[No. CMD/13 : 11]

B. MUKHERJI, Addl. Director Genl.

नई दिल्ली, 10 फरवरी, 1998

का.प्रा. 434.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के उपनियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं. लाइसेंस संख्या	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	शीर्षक भारतीय मानक	भारतीय मानक सं./भाग/अनुभाग/वर्ष	
(1)	(2)	(3)	(4)	(5)	(6)
1. 7089683	95/11	छबिल संस मेटल इंडस्ट्रीज प्रा. लि.; यूनिट नं. 75; ग्राउंड फ्लोर, राजा इंड. एस्टेट, पी. के. रोड, मुलन्द (प.), बम्बई-4400 080	तेल दाब स्टोव और तेलदाब हीटर के लिए बर्नर	आई एस 08808 : 86	
2. 7090870	95/11	एक्सेस्ट इंडस्ट्रीज लिमिटेड, पातनबोरी (बी), कैलापुर (टीओ), यवतमाल	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आई एस 08812 : 78	
3. 7089279	95/11	मंगलम काँयल्य प्रा. लि. एच 41, एम आई डी सी, बलूज, औरंगाबाद-431133	परस्कन्धी सामग्री से बने तीन पिन प्लग	आईएस 06538 : 71	
4. 7089481	95/11	प्रोमियर इरीगेशन इक्विपमेंट लि. प्लॉट नं. बी-9, बुटी बोरी इंडस्ट्रियल एरिया, एम आई डी सी, नागपुर	पानी की आपूर्ति के लिए उच्च घनत्व वाले पॉलि-एथिलीन पाइप	आई एल 04984 : 87	
5. 7089178	95/11	श्रीनिवास इंडस्ट्रीज, प्लॉट नं. डी-23, 2 फेज; लक्ष्मी को-ऑपरेटिव इंड. एस्टेट, नास्थानांगल, कोल्हापुर जिला	सिंचाई उपस्कर-सिंचाई लेटरल्स	आई एस 12786 : 89	

1	2	3	4	5	6
6. 7089380	95/11	इम्पीरियल इरीगेशन एंड बायोटेक प्राइवेट लिमिटेड, के-39, एम आई डी सी, अम्नाह; नासिल-422010	सिंचाई उपस्कर छानक टाइप फिल्टर	आई एस 12786 : 89	
7. 7090062	95/11	शोभा इंडस्ट्रीज, यूनिट नं. बी-9, प्रीयस इंडस्ट्रियल एस्टेट,	तेल दाब स्टोव और तेल दाब हीटर के लिए बर्नर	आई एस 08808 : 96	
8. 7090365	95/11	एस्सार स्टील (डिबीजन : एस्सार गुजरात लि.) 27 कि.मी. सूरत-हाजिरा रोड. हाजिरा, जिला सूरत-394270	सामान्य संरचना इस्पात	आई एस 02062 : 92	
9. 8118972	95/11	बीको इलेक्ट्रिकल्स (इंडिया) दिल्ली मेरठ रोड, मेरठ	पानी पीने के सैल्फकन्टैण्ड वाटर कूलर	आई एस 01475 : 78	
10. 8116564	95/11	रोडमास्टर फूड्स लि., 18 किमी पत्थर, गाजियाबाद-हापुड़ रोड, पी.ओ. जैन इंडस्ट्रियल एस्टेट पिलखुआ, जिला गाजियाबाद	मलाई सहित दूध पाउडर भाग 2 अतिरिक्त ग्रेड	आई एस 13334 : 91 भाग 02	
11. 9098997	95/11	गुजरात अम्बुजा सीमेंट्स लि. समीप जीजीएसटीपी रोड, यूनिट पी.ओ. लोधीमजारा, जिला रोपड़, गांव घाबुर्जी	पोर्टलैंड पोर्जोलाना सीमेंट भाग 1 क्लाईएस आधारित	आई एस 01489 : 91 भाग 01	
12. 7092672	95/11	अल्ट्राफाइन प्रोडक्ट्स एंड पुलवराजर्स प्रो. जय एप्रोकेम लि., सर्वे नं. 776, गांव धोल, तारुक, जिला महसाणा	अतप्त बेलन प्रयोजन के लिए तप्त वेल्लित कार्बन इस्पात की पत्ती	आई एस 11513 : 85	
13. 8120050	95/11	ई.आई.डी. पेरी (इ.) लि. सिरेमिक डिबीजन, प्लॉट नं. 223-226, मत्स्य इंड. एरिया, अलवर	शौचालयों और मूत्रालयों के लिए फर्श की टंकियां	आई एस 00774 : 84	
14. 8120757	95/11	मरुधर एग्रीको. 36-37 इंडस्ट्रियल एस्टेट, पोस्ट बाक्स नं. 13, रानी 306115	पोराह	आई एस 01759 : 86	
15. 8121052	95/11	रितुराज पाइप्स एंड प्लास्टिक्स प्रा. लि., एफ-116-118 रिको इंड. एरिया, गुदली, उदयपुर-313001	पेयजल आपूर्ति के लिए गैर- प्लास्टिकृत पीवीसी पाइप	आई एस 04985 : 88	
16. 8120959	95/11	भार. सिद्धार्थ एंड कं. (इंडिया) प्रा. लि., गांव रणसीगांव, तहसील बिलारा, जोधपुर	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आई एस 08112 : 89	

1	2	3	4	5	6
17. 8119267	95/11	व्हेल इंडस्ट्रीज लि. बी-318 रिको इंडस्ट्रियल एरिया, अलवर, भिवाड़ी-301019	ए.सी. स्थैतिक वाट घंटामीटर वर्ग 1 और वर्ग 2	आई एस 013779 : 93	
18. 8119671	95/11	अमित कंडक्टर्स, 20, इंडस्ट्रियल एरिया, भीलवाड़ा, गुलाबपुरा-311021	शिरोपरि प्रेषण कार्यों के लिए एल्यूमीनियम के चालक, भाग 2	आई एस 00398 : 76 भाग 02	
19. 8120555	95/11	अशोका इंडस्ट्रीज, जयपुरिया टैक्सटाइल कम्पाउण्ड जोतवाड़ा, जयपुर-302012	पीवीसी रोधित (भारी कार्य) बिजली की केबल भाग 1— 1100 वोल्ट तक की कार्य- कारी वोल्टता के लिए	आई एस 01554 : 88 भाग 01	
20. 8120858	95/1	प्राइम सीमेंट लि., ई-108-107 बी, रिको इंडस्ट्रियल एरिया, अलवर, बहरोड ।	43 ग्रेड साधारण पोर्टलैण्ड सीमेंट	आई एस 08112 : 89	
21. 8120454	95/11	स्वदेशी सीमेंट लि., रंगटापुर पी.ओ. कुजोटा, अलवर, कोटपुतली	33 ग्रेड साधारण पोर्टलैण्ड सीमेंट	आई एस 00269 : 89	
22. 9100352	95/11	ए.जी.के. कम्प्यूटर सैम्पूरप्रिंटर्स (प्रा.) लि. बी-118 फेज 7, इंडस्ट्रियल एस्टेट सास नगर (मोहाली) पंजाब ।	कम्प्यूटर के लिए कागज	आई एस 12766 : 89	
23. 9098088	95/11	एग्रीकल्चरल वर्कशाप डिपार्टमेंट आफ एग्रीकल्चर, जिला मंडी भांगरूट (हिमाचल प्रदेश) 175021	पावर ट्रांशर की सुरक्षा अपेक्षाएं	आई एस 09020 : 79	
24. 9099090	95/11	एन.के. सेल्स, अमन नगर, टांडा रोड, जालंधर-144004	जलकल प्रयोजनों के लिए ताम्बा मिश्रधातु के गेट ग्लोब और वाल्व चैक	आई एस 00778 : 84	
25. 9100857	95/11	एच.एस. मेटल इंडस्ट्रीज, 51 ग्लोब कालोनी इंड. एरिया जालंधर शहर (पंजाब) 144004	जलकल प्रयोजनों के लिए ताम्बा मिश्रधातु के गेट ग्लोब और वाल्व चैक	आई एस 00778 : 84	
26. 9100953	95/11	परफैक्ट मेटल एण्ड आस इंड. (रजि.) ई-29, इंड. एरिया, जालंधर सिटी (पंजाब)	जलकल प्रयोजनों के लिए ताम्बा मिश्रधातु के गेट ग्लोब और वाल्व चैक	आई एस 00778 : 84	
27. 9100756	95/11	प्रीतम वाल्वस, गली नं. 1 बाईपास संजय गांधी नगर, जालंधर-144004	जलकल प्रयोजनों के लिए ताम्बा मिश्रधातु के गेट ग्लोब और वाल्व चैक	आई एस 00778 : 84	
28. 9099292	95/11	शालीमार कैटल फीड्स प्रा.लि., 87-1 बापुर इंड. एस्टेट, बारी ब्राह्मण, जम्मू (ज एवं का.)	पशुओं के लिए मिश्रित आहार	आई एस 02052 : 79	

(1)	(2)	(3)	(4)	(5)	(6)
29. 9100251	95/11	जालंधर कैमीकल (प्रा.) लि., सी-120, फोकल प्वाइंट, जालंधर	बोर नलकूपों के लिए अनम्यकृत पी वी सी जाली और आवरण पाइप	आई एस 12818 : 92	
30. 9099191	95/11	लीडर फोर्ज इंडिया (प्रा.) लि. ए-9 फोकल प्वाइंट, जालंधर	जलकल प्रयोजनों के लिए ताम्बा मिश्रधातु के गेट ग्लोब और वाल्व चैक	आई एस 00778 : 84	
31. 5052549	95/11	मै. एस्टारमेन (इंडिया) प्रा. लि., गांव : न्यू कोलोरा एन.एच.6 पी.ओ. न्यू कोलोरा, हावड़ा	जलसर और नमसर बनाने के लिए बिट्मैन	आई एस 1322 : 93	
32. 5052347	95/11	मै. ए.एम. इंजीनियरिंग एण्ड कैमीकल कम्पनी, यूनिट नं. 1, 51/52, प्रिम गुलाम मोहम्मदशाह रोड, कलकत्ता-700045	फिनोलिक टाइप रोगाणु नाशी प्रवाह	आई एस 01061 : 82	
33. 5052246	95/11	मै. यूरेका पॉली पाइप 42 महेश बनर्जी रोड, पानीहाटी जिला 24 परगना (उ.) (पं. बं.)-743176	पेयजल आपूर्ति के लिए गैर- प्लास्टिक पीवीसी पाइप	आई एस 04985 : 87	
34. 5052751	95/11	वैस्ट बंगाल कैमीकल इंडस्ट्रीज, 145/1 जैस्सोर रोड, कलकत्ता-700089	सोडियम प्रोपियोनेट खाद्य ग्रेड	आई एस 06030 : 71	
35. 5053046	95/11	रामस्वरूप इंडस्ट्रियल कार- पोरेशन 'डी' ब्लॉक कल्याणी, नाडिया	शिरोपरि प्रेषण कार्यों के लिए एल्युमीनियम के चालक	आई एस 00398 : 76 भाग 05	
36. 5052145	95/11	प्रियम इंजीनियरिंग कं. (प्रा.) लि. गांव पकुनिया, पी.ओ. लखन पुर, हावड़ा	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विन्ध्यपित इस्पात सरिये और तार	आई एस 01786 : 85	
37. 5052448	95/11	टफ ट्यूब्स प्राइवेट लिमिटेड गांव देवचा, पी.ओ. उनाराजम- बेडिया, पी.एस. बोरजोरा बांकुरा (पं. बंगाल)	पेयजल आपूर्ति हेतु सीवरचित पीवीसी फिटिंग की विशिष्टि भाग 2 सर्किट हेतु विशिष्टि अपेक्षाएं	आई एस 10124 : 88 भाग 02	
38. 5052650	95/11	मै. ब्रिटिश इंडिया रोलिंग मिल्स 109 ए, गिरिण घोष रोड, पी.ओ. बेलूरमठ हावड़ा-600107	कंक्रीट प्रबलन के लिए उच्च सामर्थ्य विन्ध्यपित इस्पात और तार	आई एस 01786 : 85	
39. 6093366	95/11	प्रिया फाइन कैमीकल्स 168/1 देवस्थानम रोड, इश्वरन कांथिल स्ट्रीट कोयम्बेडूर, मद्रास-600107	संश्लिष्ट खाद्य रंग निमित्तियां मिश्रण	आई एस 05346 : 75	
40. 6093770	95/11	चित्रा इंडस्ट्रीज, 660 सिचें रोड, सिंगलूर, कोयम्बेडूर-641005	कृषि कार्यों के लिए साफ, ठंडे पानी के मोनोसैट पम्प	आई एस : 09079 : 89	

1	2	3	4	5	6
41. 7092268	95/11	राजा केबल्स एफ/4 जीआईडीसी एस्टेट, समीप माडन ब्रेड फैक्टरी, जीआईडीसी नरोदा फेस-2, अहमदाबाद-382330	1100 वोल्ट तक की कार्यकपरी बोल्डता के लिए पीवीसी रोधित केबल	आईएस : 00694 : 90	
42. 7091771	95/11	स्वराज स्टील 356 अजी जी आई डी सी-2, 80 फीट रोड कोर्नर राजकोट-360003	गर दाब स्टोव	आई एस 02980 : 86	
43. 8120353	95/11	डेल्टा हीटिंग सिस्टम ए-26/एफ गली नं. 4, आनन्द पर्वत इंड एरिया, नई दिल्ली-110005	खनिज भरे खोलदार तायन एलिमेंट	आई एस 04159 : 83	
44. 8121860	95/11	जगदम्बा इंडस्ट्रीज, के-230 करावल नगर, दिल्ली-110094	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त धरेलू गैस बूल्हे	आईएस 04246 : 92	
45. 8121961	95/11	किचन क्राफ्ट 39, सिंगलपुर मार्केट, II तल शालीमार बाग, दिल्ली-110052	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त धरेलू गैस बूल्हे	आई एस 04246 : 92	
46. 8119772	95/11	पूजा प्लास्टिक इंडस्ट्रीज, 4622, बी/235 जयमाता मार्केट, त्रि नगर, दिल्ली-110035	विद्युत इस्तरी	आई एस 00366 : 91	
47. 8119873	95/11	सर्घना इलैक्ट्रिकल्स, 42, न्यू ओखला इंड. काम्प्लेक्स, फेस 1, नई दिल्ली-110020	पानी गर्मने के डबाऊ हीटर	आई एस 00368 : 92	
48. 8119570	95/11	अमित इलैक्ट्रिकल्स, 3/एफ मदन पार्क, रामपुरा, नई दिल्ली-110026	धरेलू और समान कार्यों के लिए स्विच	आई एस 03854 : 88	
49. 9098896	95/11	लाल्स लि. 33-बी, एन आई टी फरीदाबाद हरियाणा	सौमन्य संरचना इस्पात में पुनर्बल्लन के लिए कार्बन, ढलवा इस्पात बिलेट इंगट, बिलेट, ब्लूम और स्लैब	आई एस 02830 : 92	
50. 6093063	95/11	इनोलेर सिस्टम्स 45/29-1 गन्वाना इंड. एस्टेट, 6टां ब्लॉक, राजाजी नगर, बंगलोर-560010	सौर सपाट पट्टिका संग्राहक भाग 1 अपेक्षाएं	आई एस 12933 : 92 भाग 01	
51. 6093265	95/11	भवाल्का स्टील इंड. प्रा. लि. 10वां मील, ओल्ड मद्रास रोड बन्दापुरा गांव, बंगलोर-560049	मृदु इस्पात और मध्यम तनन इस्पात सरिए	आई एस 00432 : 82 भाग 01	
52. 6094065	95/11	रामा इंडस्ट्रीज, एस नं. 212/ए, लिंगोजिगुडा गांव, बोन्टूपल मंडल, नलगोंडा जिला	43 ग्रेड साधारण पोर्टलैण्ड सीमेंट	आई एस 08112 : 89	

1	2	3	4	5	6
53.	6093568	95/11	सपथागिरी चेम्फोर लिमिटेड, 12.5 किमी गोटी रोड, बी कोथापल्ली, अनन्तापुर जिला आन्ध्र प्रदेश	तकनीकी ग्रेड कपूर	आई एस 03584 : 84
54.	6093669	95/11	विसाखा सीमेंट्स प्राइवेट लिमिटेड एन एच-5 रोड, पोलीपल्ली गांव, भोगापुरम मंडल, विशाखापट्टनम	पोर्टलैंड स्लेग सीमेंट	आई एस 00455 : 89
55.	6094267	95/11	मै. बोल्टाज लिमिटेड; आईडीए, फेज 3, पाटनचेरु जिला मेंडक-502319	साइपेरथीन ई.सी.	आई एस 12016 : 87
56.	8119974	95/11	क्राउन सेल्स, ए-23, शिवपुरी एक्सटेंशन, पी.ओ. कृष्णा नगर, दिल्ली	पानी गरमाने के डबाऊ हीटर	आई एस 00368 : 92
57.	8120352	95/11	फ्रांस पाउडर मोर्टार 334-बी, जोनापुर मेहरोली, नई दिल्ली-110030	कक्ष वातानुकूलक	आई एस 01891 : 92 भाग 01
58.	8120151	95/11	ज्योति रबड़ उद्योग (इंडिया) प्रा. लि. ए-108, सैक्टर 5, नोएडा जिला गाजियाबाद	शीट रबड़ जोइंटिंग और रबड़ प्रविष्टिय जोइंटिंग	आई एस 00638 : 79
59.	8121456	95/11	मूर्ति इंटरप्राइजेज ए-125, ग्रुप इंड. एरिया, बजीरपुर, दिल्ली-52	अधिक गहराई से पानी निकालने वाले पम्प	आई एस 13287 : 87
60.	9101051	95/11	ए.आर. स्प्रिंग इंडस्ट्रीज, रेलवे रोड, करनाल, हरियाणा-132001	हस्त्य धातु आर्गन वैल्डिंग के लिए आक्सी कार्बन और कार्बन मैगनीज इस्पात इलेक्ट्रोड	आई एस 00814 : 91
61.	9099595	95/11	पाम्रोनियर प्रोडक्ट्स लि. 5 किमी पत्थर दिघल पेरी रोड, जिलारोहतक, सांपला; हरियाणा।	इन्डोसल्फान पायसनीय सांद्र	आई एस 04323 : 80
62.	9100150	95/11	जय श्री एग्रो इंडस्ट्रीज (प्रा.) लि., गांव एवं पोस्ट नाथपुर, जिला सोनीपत	कीटनाशक-फोरेट जी संपुटित	आई एस 09359 : 80
63.	9099696	95/11	पाम्रोनियर प्रोडक्ट्स लि. 5 कि.मी. पत्थर दिघल बेरी रोड, जिला रोहतक, सांपला (हरियाणा)	फेनवेलरेट ई.सी.	आई एस 11997 : 87
64.	9100655	95/11	स्पेस इंटरप्राइजेज; 10, न्यू तेनसिलपुरा, अमृतसर	घरेलू और सामान विद्युत साधनों की सुरक्षा भाग 2 अपेक्षाएं	आई एस 00302 : 92 भाग 02
65.	9099393	95/11	ट्रिलो एग्रो इंडस्ट्रीज प्रा.लि. गांव एवं पोस्ट भारमाही पटियाला-147001	मैलाथियान जल पायसनीय चूर्ण सांद्र	आई एस 02569 : 78

1	2	3	4	5	6
66. 9099494	95/11	ट्रिलो एगो इंडस्ट्रीज प्रा. लि., गांव एवं पोस्ट बारबारी पटियाला-147001	बी.एच.सी. (एच.सी.एच.) जल परिक्षेपणीय पाउडर सांद्रण	आई एस 00562 : 78	
67. 6096473	95/11	कनाम लेटेक्स इंडस्ट्रीज प्रा. लि. प्लॉट नं. 1, इंड. एस्टेट, कोनम, नागेरक कॉयल-629004	एक बार उपयोग वाले रबड़ के शल्य क्रिया दस्ताने	आई एस 13422 : 92	
68. 8118660	95/11	मुन्सा सीमेंट प्रा. लि., ई/36-37 बीचवाल इंड. एरिया फेज 2, बीकानेर-334002	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आई एस 08112 : 89	
69. 8118568	95/11	भिवाडी सीमेंट (प्रा.) लि. ए-21/ए इंड. एरिया, बेहरोड, अलवर	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आई एस 08112 : 89	
70. 9100049	95/11	दारा कैमीकल्स इंड. प्रा. लि. 625, माडर्न इंडस्ट्रियल एस्टेट, जिला रोहतक, बहादुरगढ़	क्विनॉलफास पायसनीय सांद्र	आई एस 08028 : 87	
71. 9099797	95/11	पात्रोनियर प्रोडक्ट्स लि., 5 कि.मी. पत्थर, दिधल बेरी रोड, जिला रोहतक, सांपला (हरियाणा)	क्विनॉलफॉस पायसनीय सांद्र	आई एस 08028 : 87	
72. 9101152	95/11	राहुल डेयरी एण्ड एलायड प्रोडक्ट्स लि., 9 किमी पिपली, जी.टी. रोड, कुरुक्षेत्र, गांव मंसाना-132118	मलाई सहित दूध पाउडर भाग 2 अतिरिक्त ग्रेड	आई एस 13334 : 92 भाग 02	
73. 8116867	95/11	कैल्विन रबड्स लि., कैल्विन हाउस ई-94 सेक्टर 6, नोएडा	1100 वोल्ट तक की कार्य- कारी वोल्टता के लिए पी वी सी रोधित केबल	आई एस 00694 : 90	
74. 7091266	95/11	सोनल पाइप्स, सी-46 एडी एल एम आई डीसी जलगांव	पेयजल आपूर्ति के लिए गैर प्लास्टिक कृत पीवीसी पाइप	आई एस 04985 : 88	
75. 7091872	95/11	एवीएस इंडस्ट्रीज लिमिटेड, मंडप खालापुर तालुक रायगड़ जिला	संरचना प्रयोजनों के लिए इस्पात के पाइप	आई एस 01161 : 79	
76. 8119065	95/11	सूरी इंटरप्राइसेज 662/8 घाटी मार्ग पंजाबी बस्ती, आनन्द पर्वत, नई दिल्ली-110006	ठोस बड़े हुए प्रकार के बिजली के तापन एलीमेंट	आई एस 04158 : 85	
77. 8119469	95/11	सीमा इंडस्ट्रीज, 50/16 स्कूल मार्ग, छज्जपुर, शाहदरा, दिल्ली-32	पानी गर्म करने के इन्स्टैंट हीटर	आई एस 08978 : 92	
78. 8121153	95/11	स्वर्ण इंटरप्राइसेज डब्ल्यू पी-79, वजीरपुर गांव, अशोक विहार, दिल्ली-110052	अभिर्माणन पाउडर	आई एस 06047 : 70	

1	2	3	4	5	6
79.	9096286	95/11	कृष्णा उद्योग उद्योग नगर, वृन्दावन, मथुरा-281121	निमज्जन मोटरों के बाईंडिंग तार	आई एस 08783 : 78
80.	9100554	95/11	कृष्णा उद्योग उद्योग नगर, वृन्दावन मथुरा -281121	1100 वोल्ट तक की कार्य- कारी वोल्टता के लिये पीवीसी रोधित केबल	आई एस 00694 : 90
81.	8117162	95/11	आर.एन. इलेक्ट्रोड्स प्रा.लि., सिकेडा रोड, मोदीनगर जिला गाजियाबाद	हस्त्य धातु आर्क वेल्डिंग के लिये आवृत्त कार्बन और कार्बन मैंगनीज इस्पात इलेक्ट्रोड	आई एस 00814 : 91
82.	7092066	95/11	द्वारवास इस्पात उद्योग लि., टी-46 एम आई डी सी इंड. एस्किवा, हिंगला रोड, नागपुर-440016	कंक्रीट प्रबलन के लिये उच्च सामर्थ्य विन्यमित इस्पात सरिए	आई एस 01786 : 85
83	7091973	95/11	सोलर कॅमीकल्स पूनाश्रु लिंक रोड, नेतीवली, कल्याण थाणे	गंधक का भुरवन चूर्ण	आई एस 06444 : 79
84.	7091367	95/11	एस.के. इंडस्ट्रीज, गली नं. 2, प्लॉट नं. 8, शिलय इंड. एस्टेट, उद्योगनगर एस.बी. रोड, गोरेगांव (वेस्ट) मुम्बई-400062	तेल दाब स्टोव	आई एस 01342 : 88
85.	6092162	95/11	सुशील एम्पलायसेस कोमारादा रोड, 1-152, रायलम पोस्ट, भिमावरम मंडा, वैस्ट गोदावी जिला, भिमावरम-524203	टंगस्टन तंतु के सामान्य सेवा बिजली के लैम्प	आई एस 00418 : 78
86.	6091665	95/11	शक्ति सीमेंट इंडस्ट्रीज, सर्वे नं. 529, मैन रोड, जामापुर, भोन्नार मंडल, नलगौडा, रायगरि गांव	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आई एस 08112 : 89
87.	6091564	95/11	सांघी बिज्ज फास्टनर्स प्रा.लि., सांघी नगर, पोस्ट हयातिनगर मंडल आर आर जिला, हैदराबाद-501511	सरकवां फास्टनर्स (सामान्य प्रयोजन के लिये)	आई एस 03148 : 81

1	2	3	4	5	6
88. 6091867	95/11	विजया पुलवराइजर्स ई-17, इंडस्ट्रियल एस्टेट, बी टी पालेम, नलगोंडा, मिर्याल्लुगुडा 508 207	43 ग्रेड साधारण पोर्टलैंड सीमेंट	आईएस 08112 : 89	
89. 6092364	95/11	असरानी ट्यूब्स प्रा० लि०, प्लॉट नं० 45 से 47 फेस 4, आईडीए, पाटनचूरु 502 320 जिला मेडक (आ०प्र०)	पट्टा कनवेयर्स के लिये आइडलरों हेतु इस्पात के पाइप	आईएस 09295 : 83	
90. 6092768	95/11	व्यनाद रेजिंस 7/552 पोस्ट पुन्नापला, हरियाद, बानडूर, मालाप्पुरम 679 328	अमोनिया परिरक्षित प्राकृतिक रबड़ का सांद्र सेटेक्स	आईएस 05430 : 81	
91. 7090971	95/11	कूबरजी देवशी एंड क० प्रा० लि०, फायर्ड गोबन्द धर्सी, I समीप जी टी एस, सेक्टर 30 गांधी नगर 382 030	अग्निशामक यंत्र, रासायनिक फेन वाले सुवाह्य	आईएस 00933 : 89	
92. 7090668	95/11	बिपसन सर्जिकल इंडस्ट्रीज, प्लॉट नं० 14, इंडस्ट्रियल एरिया, समीप जी टी एस, सेक्टर 30 गांधी नगर 382 030	हथकरघे का सूती निर्जमित पट्टी कपड़ा	आईएस 00863 : 88	
93. 7091064	95/11	प्रेम इंजीनियरिंग प्राईवेट लिमिटेड प्लॉट नं० 334 जीआईडीसी फेज 2, अजी इंडस्ट्रियल एस्टेट राजकोट 360 003	कृषि कार्यों (20 कि० वाट तक) के लिये एक समानगति वाले संपीड़न प्रज्वलन (डीजल इंजनों की कार्यकारिता अपेक्षाएं	आईएस 11170 : 85	
94. 7091569	95/11	सामाजी सेषनेस लिमिटेड 17/18 जीवीएमएम औद्योगिक बसाहट ओधन, अहमदाबाद 382 410	कैरामल	आईएस 04467 : 80 भाग 03	
95. 7091468	95/11	एग्रोनल इंडस्ट्रीज, पोर्ट रोड, बोगा, पावनगर 364 005	मोनोकोटोफॉस एस एल	आईएस 08074 : 90	
96. 7090466	95/11	एस्सार स्टील (डिवीजन : एस्सार गुजरात लि०) 27 किमी सूरतहाजिरा रोड, हाजिरा भिस्ता सूस्त 394270	वैस्सित द्यूब और पाइपों के लिये तप्त बेस्सित इस्पात पत्तियां	आईएस 10748 : 84	

1	2	3	4	5	6
97. 7092571	95/11	एस्सारस्टील (डिबीजन : एस्सार गुजरात लि०) 27 किमी सुरत-हाजिरा रोड, हाजिरा, जिला सुरत 394 270	तप्त बेलित इस्पात प्लेट (6 मिमी तक) चद्दर और पसी अल्पदाब द्रवणीय गैस सिलिंडरों के निर्माण के लिये	आईएस 06240 : 89	
98. 7091670	95/11	नर्मदा पाइप सर्वे नं० 211, राजकोट गोंडल नेशनल हाइवे, बाया अक्तितनगर स्टेशन बराबल (शापर) राजकोट	पानी की आपूर्ति के लिये गैर-प्लास्टिक पीवीसी पाइप	आईएस 04984 : 87	
99. 7091165	95/11	पंचाल इंजी० वर्क्स, 30/31, जीआईडीसी एस्टेट ओघव रोड, अहमदाबाद 382 415	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त घरेलू गैस बूल्हे	आईएस 04246 : 92	
100. 7090567	95/11	परिशित प्लास्टिक्स प्रा० लि०, प्लॉट नं० 4912, फेज 4 जीआईडीसी, बतवा, अहमदाबाद 382 445	सिचाई उपस्कर (सर्जक)	आईएस 13487 : 92	
101. 7090769	95/11	साबरकान्त जिला को-आप० जिल्क प्रॉड्यूसर्स यूनियन लि०; साबर डेयरी, पी०ओ० बामस नं० 21, हिम्मतनगर 383 001	चक्का एवं श्रीखंड	आईएस 09532 : 80	
102. 8119368	95/11	उजाला इंडस्ट्रीज, सी-26, ईस्ट गोकलपुर, लोनी रोड, शाहदरा दिल्ली 110 094	बिजली के पानी गर्म करने के भंडारण किस्म के लिए हीटर	आईएस 02082 : 93	
103. 8118770	95/11	क्लासिक इंटीग्रेशन इक्विपमेंट्स (प्रा०) लि०, प्लॉट नं० 10, गोंडधारा, रिंगरोड नं० 2, उर्ला इंडस्ट्रियल एस्टेट, सरोडा; रायपुर	पानी की आपूर्ति के लिये उच्च घनत्व वाले पॉलिएथिलीन पाइप	आईएस 04984 : 87	
104. 6092061	95/11	बल्यू क्रिस्टल एग्रो केमीकल 46 "ए" केआईडीबी इंड एरिमा, कनिगल, तुमकुर 572 130	कापर सल्फेट	आईएस 00261 : 82	

1	2	3	4	5	6
105. 6092566	95/11	डीलक्स फाउण्डरी 425 पटेल रोड, कोयम्बतूर 641 009	कृषि अनुप्रयोग के अपकेन्द्री पम्पों के लिये तीन फेजीय स्क्वरल केज प्रेरण मोटरें	आईएस 07538 : 75	
106. 8161771	95/11	हिन्दुस्तान इग हाउस, 34/ए गांधी महिपालपुर नई दिल्ली 110 037	खाद्य ग्रेड जलेटिंग	आईएस 05719 : 70	
107. 9033767	95/11	टैक्नो-फेब (इंडिया) 181/17, इंडस्ट्रियल एरिया चण्डीगढ़ 160 002	निर्जलक मुवाह्य ऊर्ध्व दाब टाइप	आईएस 08462 : 77	
108. 9098593	95/11	एम एस एप्लायंसेस 2 एच-78, बी पी एन आई टी फरीदाबाद 121 001	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त घरेलू गैस चूल्हे	आईएस 04246 : 92	
109. 9098492	95/11	पंकज इंडस्ट्रियल कारपोरेशन प्लॉट नं० 22, शेड नं० 2, डीएलएफ इंडस्ट्रियल एरिया, फरीदाबाद	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त घरेलू गैस चूल्हे	आईएस 04246 : 92	
110. 9033868	95/11	इंडियन गैस सिलिंडर्स 14/1 मथुरा रोड, पी०एम० अमर नगर फरीदाबाद 121 003 (हरियाणा)	अल्पदाब द्रवणीय गैसों के लिए 5-लटर से अधिक जलक्षमता वाले बेल्जित अन्य कार्बन इस्पात के सिलिंडर भाग 2 एलपीजी सिलिंडरों के अलावा अन्य द्रवणीय गैसों के लिए सिलिंडर	आईएस 03196 : 92 भाग 02	
111. 9098189	95/11	जोतिन्द्रा स्टील एण्ड ट्यूब्स लि०, 14/3 मील पत्थर, मथुरा रोड, फरीदाबाद, हरियाणा 121 003	पानी के कुओं में उपयोग के लिए इस्पात नालियां	आईएस 04270 : 92	
112. 9098694	95/11	पंकज इंडस्ट्रियल कारपोरेशन प्लॉट नं० 22, शेड नं० 2 डीएलएफ इंडस्ट्रियल एरिया, फरीदाबाद	द्रवित पेट्रोलियम गैसों के साथ प्रयुक्त घरेलू सिलर	आईएस 11480 : 85	

New Delhi, the 10th February, 1998

S.O. 434.—In pursuance of Sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations, 1988 of Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule.

SCHEDULE

Sl. No.	Licence No.	Operative Date	Name & Address (factory) of the party	Title of the standard	IS : NO/Part/Sec & Year
1	2	3	4	5	6
1.	7089683	95/11	Chhabilsons Metal Industry Pvt. Ltd. Unit No. 75 Ground Floor Raja Indl. Estate P.K. Road, Mulund (W) Bombay-400 080.	Burner for oil pressure stoves and oil pressure heaters (first revision) (Amendment 1).	IS 08808 : 86
2.	7090870	95/11	Everest Industries Limited Patanbori(V) Kelapur(TO) Yavatmal.	43 grade ordinary Portland Cement (first revision) (Amendment 3).	IS 08812 : 78
3.	7089279	95/11	Mangalam Coils Pvt. Ltd. H-41, MIDC Waluj, Aurangabad-431 133.	Three-pin plugs made of resilient material (Amendment 4).	IS 06538 : 71
4.	7089481	95/11	Premier Irrigation Equipment Ltd. Plot No. B-9, Buti Bori Industrial Area MIDC Nagpur.	High density polyethylene pipes for potables water supplies; sewage and industrial effluents (third revision).	IS 04984 : 87
5.	7089178	95/11	Sriniwas Industries Plot No. D-23, IInd Phase Laxmi Co. Operative Indl. Estate, Nathanangle Kolhapur Dist.	Irrigation equipment-polyethylene pipes for irrigation laterals (Amendment 1).	IS 12786 : 89
6.	7089380	95/11	Imperial Irrigation & Biotech Private Limited K-39, MIDC Ambad, Nashil-422 010.	Irrigation equipment - strainer type filters (Amendment 1).	IS 12785 : 89
7.	7090062	95/11	Shobha Industries Unit No. B-9 Shreeyas Indl. Estate.	Burner for oil pressure stoves and oil pressure heaters (first revision) (Amendment 1)	IS 08808 : 86
8.	7090365	95/11	Essar Steel (A Division of Essar Gujarat Ltd. 27 KM Surat-Hazira Road Hazira, Distt. Surat-394270	Steel for general structural purposes (Fourth revision) (Supersedes IS 225 : 1975) (Amendment No. 1).	IS 02062 : 92
9.	8118972	95/11	Beeco Electricals (INDIA) Delhi Meerut Road, Meerut.	Self-contained drinking water coolers (second revision) (Amendment 6).	IS 01475 : 78
10.	8116564	95/11	Road Master Foods Ltd. 18 KM Stone, Ghaziabad-Hapur Road, P.O. Jain Industrial Estate, Pilkhuwa, Distt. Ghaziabad.	Skim milk powder : Part 2 Extra grade.	IS 13334 : 91 Part 02.

1	2	3	4	5	6
11. 9098997	95/ 11	Gujarat Ambuja Cements Ltd. Near GGSTP Repar UNIT PO Lodhi Mazra, Distt. Ropar Vill : Dhaburji.	Portland pozzolana Cement Part 1 Flyash based (third revision).	IS 01489: 91 Part 01	
12. 7092672	95/11	Ultrafine Products & Pulvirisers Pop. Jay Agrochem Ltd. Survey No. 776 Village Thol Taluka Kadi Distt. Mahesana.	Hot-rollerd carbon steel strip for cold rolling purposes (Amendment 2).	IS 11513 : 85	
13. 8120050	95/11	E.I.D. Parry (I) Ltd. (Ceramics Divn.) Plot No. 223-226 Matsya Indl. Area Alwar.	Flushing cistern for water closets urinals (other than plastic cistern) (fourth revision) (Amendment 3)	IS 00774 : 84	
14. 8120757	95/11	Marudhar Agrico 36-37, Industrial Estate Post Box No. 13, Rani, Rani-306115.	Powrahs (second revision)	IS 01759 : 86	
15. 8121052	95/11	Rituraj Pipes & Plastic Pvt. Ltd. F-116-118, Riico Indl. area Gudli Udaipur Udaipur-313001.	Unplasticised PVC pipes for potable water supplies (second (Second revision) (Amendment 1)	IS 04985 : 88	
16. 8120959	95/11	R. Sidharth & Co. (India) Pvt. Ltd. Village Ransigaon Teh. Bilara Jodhpur.	43 grade ordinary Portland cement (firt revision) (Amendments 3).	IS 08112 : 89	
17. 8119267	95/11	Vheel Industries Ltd. B-318, Riico Industrial Area Alwar, Bhiwadi-301019.	ac Static watthour meters, class 1 and 2.	IS 13779 : 93	
18. 8119671	95/11	Amit condustors 20, Industrial Area Bhilwara Gulaepura-311021.	Aluminium condustors for over- head transmission purposes : Part 2 Aluminium conductors, galvanized steel. reinforced (second revision) (Amendment 3)	IS 00398 : 76 Part 02	
19. 8120555	95/11	Ashoka Industries Jaipuria Textile compound Jhotwara Jaipur Jaipur - 302012.	PVC insulated (heavy duty) electric cables : Part 1 For working voltage upto and including 1 100 V (third revision)	IS 01554 : 88 Part 01	
20. 8120858	95/11	Prime Cements Ltd. E-108-107B, Riico Industrial Area Alwar- Behror.	43 grades ordinary Portland cement (first revision) (Amendmuent 3).	IS 08112 - 89	
21. 8120454	95/11	Swadeshi Cement Ltd. Rungatapuram P.O. Kujota Alwar Kotputali.	33 Grade ordinary portland cement (fourth revision) (Amendment 3).	IS 00269 : 89	

1	2	3	4	5	6
22. 9100352	95/11	A.G.K. Computer Secure Prints (P) Ltd. D-118, Phase VII, Indl. Estate Sas Nagar (Mohali), Punjab.	Paper for computer use (Amendment 1).	IS 12766 : 89	
23. 9098088	95/11	Agricultural Workshop Deptt. of Agriculture Distt. Mandi Bhangrotu (HP). 175021.	Safety requirement for power threshers (Amendment 4).	IS 09028 : 79	
24. 9099090	95/11	ENN Kay Sales Aman Nagar Tanda Road Jalandhar-144004.	Copper alloy gate, globe and check valves for water works purposes (Fourth revision)	IS 00778 : 84	
25. 0100857	05/11	H.S. Metal Industries 51, Globe Colony, Indl. Area Jalandhar city 144004 Punjab	Copper alloy gate, globe and check valves for water works purposes (Fourth revision) Amendments	IS 00778 : 84	
26. 9100958	95/11	Perfect Metal & Brass Inds. (Regd.) E-29, Ind. Area Jalandhar City (Punjab).	Copper alloy gate, globe and check valves for water works purposes (Fourth revision) (Amendment).	IS 00778 : 84	
27. 9100756	95/11	Pritam Valves Street No. 1, Bye-Pass Sanjay Gandhi Nagar, Jalandhar-144004.	Copper alloy gate, globe and check valves for water works purposes (Fourth revision) (Amendments).	IS 00778 : 84	
28. 9099292	95/11	Shalimar Cattle Feeds Pvt. Ltd. 87-1, Bapur Indl. Estate Bari Brahamana Jammu (J & K).	Compound feeds for cattle (third revision) (Amendment No. 3.)	IS 02052 : 79	
29. 9100251	95/11	Jullundur Chemicals (Pvt.) Ltd. C-120, Focal Point Jalandhar	Unplasticised PVC screen and casting pipes for bore/tubewell (first revision).	IS 12818 : 92	
30. 9099191	95/11	Leader Forge India (Pvt.) Ltd. A-9, Focal point Jalandhar	Copper alloy gate, globe and check valves for water works purposes (Fourth revision) (Amendments).	IS 00778 : 84	
31. 5052549	95/11	M/S. Astarmen (India) Pvt. Ltd. Vill ; New Kolorah, NH-6, P.O. New Kolorah, Hq. wraah.	Bitumen felts for water proofing and damp-proofing (Fourth revision).	IS 01322 : 93	
32. 5052347	95/11	M/s A.M. Engineering & Chemical Company, Unit No. 1, 51/52, Prince Gulam Mohammed, Shah Road, Calcutta-700 045.	Disinfectant fluids, black and white (third revision)	IS 01061 : 82	

1	2	3	4	5	6
33. 5052246	95/11	M/s. Eureka Poly Pipe, 42, Mahesh Banerjee Road, Panihati, Distt. 24-Parganas (North), 24-Parganas (North), W.B.- 743 176.	High density polyethylene pipes for potable water supplies; sewage and industrial effluents (third revision)	IS 04984 : 87	
34. 5052751	95/11	West Bengal Chemical Industries 145/1, Jessore Rd. Calcutta-700 089.	Sodium propionate, food grade	IS 06030 : 71	
35. 5053046	95/11	Ramsarup Industrial Corporation 'D' Block Kalyani, Nadia.	Aluminium conductors for over- head transmission purposes : Part 5 Aluminium conductors galvanized steel reinforced for extra high voltage (400 KV and above) (first revision).	IS 00398 : 76 Part 05	
36. 5052145	95/11	Shyam Engineering Co. (P) Ltd. Village Pakunia P.O. Lakhanpur Howrah.	High strength deformed steel bars and wires for concrete reinforcement (Third revision) (Superseding IS : 1139-1966) (Amendment No. 1).	IS 01786 : 85	
37. 5052448	95/11	Tuff Tubes Private Limited Vill ; Deucha P.O. Unarajambedia P.S. Borjora Bankura (West Bengal)	Fabricated PVC fittings for potable water supplies : Part 2 Specific requirements for sockets (first revision).	IS 10124 : 88 Part 02	
38. 5052650	95/11	M/s. British India Rolling Mills, 109 A, Girish Ghosh Road, P.O. Belurmah, Howrah-711 202.	High strength deformed steel bars and wires for concrete reinforcement (Third revision) (Superseding IS : 1139-1966) (Amendment No. 1).	IS 01786 : 85	
39. 6093366	95/11	Priya Fine Chemicals 168/1, Devasthanam Road, Eswaran Koil Street, Koyambedu, Madras-600 107.	Coal tar food colour preparations and mixtures (first revision) (Amendments 5).	IS 05346 : 75	
40. 6093770	95/11	Chitra Industries 660, Trichy Road, Singanallur Coimbatore-641005.	Monoset pumps for clear, cold water for agricultural purposes (first revision) (Amendments 2)	IS 09079 : 89	
41. 7092268 ;	95/11	Raja Cables F/4 GIDC Estate Near Modern Bread Factory GIDC Naroda Phase II Ahemdabad-382330.	PVC Insulated cables for working voltage upto and including 1100 V (third revision) (Amendment No. 1 to 4).	IS 00694 : 90	
42. 7091771	95/11	Swaraj Steel 356 Aji GIDC-II 80 Feet Road Corner Rajkot-360003.	Non-pressure stoves (second revision) (Amendments 3)	IS 02980 : 86	
43. 8120353	95/11	Delta Heating System A-26 F, Street No. 4 Anand Parbat Indl. Area New Delhi-110 005.	Mineral filled sheathed heating elements (second revision) (Amendments 6).	IS 04159 : 83	

1	2	3	4	5	6
44. 8121860	95/11	Jagdamb Industries K-230, Karawal Nagar Delhi-110094.	Domestic gas stoves for use with liquefied petroleum gases (fourth revision).	IS 04246 : 92	
45. 8121961	95/11	Kitchen Kraft 39, Singalpur Market IInd Floor Shalimar Bagh Delhi-110052.	Domestic gas stoves for use with liquefied petroleum gases (fourth revision).	IS 04246 : 92	
46. 8119772	95/11	Pooja Plastic Industries 4622, B/235, Jai Mata Market Trinagar Delhi-110035.	Electric irons (fourth revision).	IS 00366 : 91	
47. 8119873	95/11	Sardana Electricals 42, New Okhla Indl. Complex Phase I New Delhi-110020.	Electric immersion water heaters (fourth revision).	IS 00368 : 92	
48. 8119570	95/11	Amit Electricals 3/F Madan Park Rampura New Delhi-110026.	Switches for domestic and Similar purposes (first revision) (Amendments 3).	IS 03854 : 88	
49. 9098896	95/11	Lauls Ltd. 33-B, N.I.T. Faridabad Haryana.	Carbon steel cast billetingots, billets blooms and slabs for re-rolling into steel for general structural purposes (second revision).	IS 02830 : 92	
50. 6093063	95/11	Enolar Systems 45/29-1, Bubbana Indl. Estate, 6th Block Rajaji Nagar, Bangalore-560 010.	Solar flat plate collector : Part 1 Requirement (first revision (Amendments 2).	IS 12933 : 92 Part 01	
51. 6093265	95/11	Bhuwalka Steel Indl. Pvt. Ltd. 10th Mile, Old Madras Road Bandapura Village, Bangalore-560 049.	Mild steel and medium tensile steel bars and hard-drawn steel	IS 00432 : 82 Part 01	
52. 6094065	95/11	Rama Industries S. No. 212/A, Lingojiguda Village, Choutuppal Mandal Nalgonda District.	43 grades ordinary Portland cement (first revision) (Amendments 3).	IS 08112 : 89	
53. 6093568	95/11	Sapthagiri Camphor Limited 12.5 KM, Gooty Road, B. Kothapalli Ananthapur District A.P.	Camphor (first revision) (Amendment 1).	IS 03584 : 84	
54. 6093669	95/11	Visakha Cements Private Ltd. NH-5 Road, Polipalli Village Bhogapuram Mandal Visakhapatnam.	Portland slag cement (fourth revision) (Amendments 3).	IS 00455 : 89	

1	2	3	4	5	6
55. 6094267	95/11	M/s Voltas Limited IDA, Phase III Patancheru Medak District 502 319	Cypermethrin in EC (Amendment 1)	IS 120 16 : 87	
56. 8119974	95/11	Crown Sales A-23, Shiv Puri Extn. P.O. Krishna Nagar, Delhi	Electric immersion water heaters (fourth revision)	IS 00368 : 92	
57. 8120252	95/11	Frac Power Motors 334-B, Jonapur Mehrauli New Delhi-110 030	Room air conditioners : Part 1 Unitary air conditioners (second revision)	IS 01391 : 92 Part 01	
58. 8120151	95/11	Jyoti Rubber Udyog (India) Pvt. Ltd. A-108, Sector V Noida Distt. Ghaziabad	Sheet rubber jointing and rubber insertion jointing (second revision)	IS 00638 : 79	
59. 8121456	95/11	Murti Enterprises A-125, Group Indl. Area, Wazirpur Delhi-52	Extra deepwell handpumps (Amendment 1)	IS 13287 : 87	
60. 9101051	95/11	A.R. Spring Industries Railway Road Karnal (Haryana) 132001	Covered electrodes for manual metal arc welding of carbon and carbon manganese steel (Fifth revision)	IS 00314 : 91	
61. 9099595	95/11	Pioneer Products Ltd. 5 KM Stone, Dighal Beri Road Distt. Rohtak Sampla (Haryana)	Endosulfan emulsifiable concen- trates (first revision) (Amendments 2)	IS 04323 : 80	
62. 9100150	95/11	Jai Shree Agro Industries (P) Ltd. Village & PO Nathpur Distt. Sonapat	Phorate granules, encapsulated (Amendments 2)	IS 09359 : 80	
63. 9099696	95/11	Pioneer Products Ltd. 5 KM Stone, Dighal Beri Road Distt. Rohtak Sampla (Haryana)	Fenvalerate, EC (Amendment 1)	IS 11997 : 87	
64. 9100655	95/11	Space Enterprises 10, New Tensil Pura Amritsar	Safety of household and similar electrical appliances : Part 2 Particular requirements	IS 00302 : 92 Part 02	
65. 9099393	95/11	Trilo Agro Industries Pvt. Ltd. Village & P.O. Jharmari Patiala-147001	Malathion water dispersible powder concentrates (second revision) (with Amendment No. 3)	IS : 02569 : 78	
66. 9099494	95/11	Trilo Agro Industries Pvt. Ltd. Village & P.O. Jharmari Patiala-147001	BHC, (HCH) Water dispersible powder concentrates (fourth revision) (Amendment 1)	IS 00562 : 78	
67. 6096473	95/11	Kanam Latex Industries Pvt. Ltd. Plot No. 1 Indl. Estate Konam Nager Coil-629004	Disposable surgical rubber gloves.	IS 13422 : 92	

1	2	3	4	5	6
68.	8118669	95/11	Sukhsa Cement Pvt. Ltd. E/36-37, Beech wal Indl. Area Phase II Bikaner-3344002	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112 : 89
69.	8118568	95/11	Bhiwadi Cement (P) Ltd. A-21/A Indl. Area, Behror Alwar	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112 : 89
70.	9100049	95/11	Dara Chemical Inds. Pvt. Ltd. 625, Modern Industrial Estate Distt. Rohtak Bahadurgarh	Quinalphos emulsifiable concen- trate (first revision)	IS 08028 : 87
71.	9099797	95/11	Pioncer Products Ltd. 5 km Stone, Dighal Beri Road Distt. Rohtak Sampla (Haryana)	Quinalphos emulsifiable concen- trate (first revision)	IS 08028 : 87
72.	9101152	95/11	Rahul Dairy & Allied Products Ltd 9th km Pipli, G.T. Road, Kurukshetra Vill: Masana-132118	Skim milk powder : Part 2 Extra grade	IS 13334 : 92 Part 02
73.	8116867	95/11	Kelvin Rubbers Ltd. Kelvin House E-94 Sector-6 Noida	PVC Insulated cables for working voltages upto and including 1100 V (third revision) (Amendment Nos. 1 to 4)	IS 00694 : 90
74.	7091266	95/11	Sonal Pipes G-46 Addl MIDC Jalgaon	Unplasticised PVC pipes for potable water supplies (second revision) (Amendment 1)	IS 04985 : 88
75.	7091872	95/11	AVS Industries Limited MADAP Khalapur Taluka Raigad District	Steel tubes for structural purpos (third revision) (Amendments 2)	IS 01161 : 79
76.	8119065	95/11	Suri Enterprises 662/8 Ghati Marg Punjabi Basti Anand Parbat New Delhi-110006	Solid embedded type electric heating elements (first revision) (Amendments 3)	IS 04158 : 85
77.	8119469	95/11	Seema Industries 50/16, School Marg Chajjupur Shahdara Delhi-110032	Electric instantaneous water heaters (second revision) (Amendment 1)	IS 08978 : 92
78.	8121153	95/11	Swarn Enterprises WP-79, Wazirpur Village Ashok Vihar Delhi-110052	Scouring powders (Amendment 1)	IS 06047 : 70
79.	9096286	95/11	Krishna Udyog Udyog Nagar Vrindavan Mathura-281121	PVC insulated winding wires for submersible motors for 80 degree celcius operation (Amendments 3)	IS 08783 : 78

1	2	3	4	5	6
80.	9100554	95/11	Krishna Udyog Udyog Nagar Vrindavan Mathura Mathura-281121	PVC insulated cables for working voltages upto and including 1100V (third revision) Amendment No. 1 to 4)	IS 00694 : 90
81.	8117162	95/11	R.N. Electrodes Pvt. Ltd. Sikeda Road Modinagar Distt. Ghaziabad	Covered electrodes for manual metal arc welding or carbon and carbon manganese steel (Fifth revision)	IS 00814 : 91
82.	7092066	95/11	Dwarbas Ispat Udyog Ltd. T-46 MIDC Indl. Area Hingna Road Nagpur-440 016	High strength deformed steel bars and wires for concrete reinforcement (Third revision) (superseding IS : 139-1966) (Amendment No. 1)	IS 01786 : 85
83.	7091973	95/11	Solar Chemicals Poona Link Road Netivali Kalyan Thane	Sulphur dusting powder (first revision)	IS 06444 : 79
84.	7091367	95/11	S.K. Industries Gala No. 2, Plot No. 8 Shilay Indl. Estate, Udhyognagar S.V. Road, Goregaon(W) Mumbai 400062	Oil pressure stoves (fifth revision) (Amendment 1)	IS 01342 : 88
85.	6092162	95/11	Susheel Appliances Komarada Road 1-152, Rayalam Post Bhimavaram Manda West Godavari Dist. Bhimavaram-524208	Tungsten filament general service electric lamps (third revision) (Amendments 7)	IS 00418 : 78
86.	6091665	95/11	Shakti Cement Industries Survey No. 529 Main Road Jammapur, Bhongir Mandal Nalgonda Raigiri Village	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112 : 89
87.	6091564	95/11	Sanghi Zip Fasteners Pvt. Ltd. Sanghinagar Post Hayatnagar Mandal R.R. Dist. Hyderabad-501511	Slide fasteners (general purpose)	IS 03148 : 81
88.	6091867	95/M1	Vijaya Pulverisers E-17, Industrial Estate V T Palem Nalgonda Miryalaguda 508207	43 grade ordinary Portland cement (first revision) (Amendments 3)	IS 08112 : 89
89.	6092364	95/11	Asrani Tubes Pvt. Ltd. Plot No. 45 to 47 Phase IV, IDA Patancheru 502320 Distt. Medak (A.P.)	Steel tubes for idlers for belt conveyors (first revision)	IS 09295 : 83

1	2	3	4	5	6
90.	6092768	95/11	Wynad Resins 7/552 Punnappala P.O. Eriyad Wandoor Malappuram 679328	Ammonia preserved concentrated natural rubber latex (first revision) (Amendment 1)	IS 05430 : 81
91.	7090971	95/11	Kooverji Devshi & Co P Ltd Fired, Govandi Works Near Govandi Rly- Station Bombay	Portable chemical foam fire extinguisher (third revision)	IS 00933 : 89
92.	7090668	95/11	Bipson Surgical Industries Plot No. 14 Industrial Area Near G T S Sector 30 Gandhinagar 382030	Handloom cotton bandage cloth, non-sterilized (second revision) (Amendment 1)	IS 00863 : 88
93.	7091064	95/11	Prem Engineering Private Limited Plot No. 334 GIDC Phase 2 AII Industrial Estate Rajkot 360003	Performance requirements for constant speed compression ignition (diesel) engines for agricultural purposes (up to 20 KW) (Amendment 1)	IS 11170 : 85
94.	7091569	95/11	Sayaji Sethness Limited 17/18 GVMM Audyogic Vasahat Odhav Ahmedabad 382410	Caramel : Part 3 Ammonia Sulphite process (first revision) (Amendments 2)	IS : 04467 : 80 PART 03
95.	7091468	95/11	Agronule Industries Port Road Ghoga Bhavnagar 364005	Monocrotophos SL (second revision)	IS 08074 : 90
96.	7090466	95/11	Essar Steel (A Division of Essar Gujarat Ltd) 27 KM Surat Hazira Road Hazira Distt Surat 394270	Hot rolled steel skelp/strips for welded tubes and pipes (Amendment 1)	IS 10748 : 84
97.	7092571	95/11	Essar Steel (A Division of Essar Gujarat Ltd) 27 Km Surat-Hazira Road Hazira Distt Surat 394270	Hot rolled steel plate (up to 6 mm) sheet and strip for the manufacture of low pressure liquifiable gas cylinders (second revision)	IS 06240 : 89
98.	7091670	95/11	Narmada Pipes Survey No. 211 Rajkot Gondal National Highway Via Bhaktinagar Station Veraval (Shapar) Rajkot	High density polyethylene pipes for potable water supplies : sewage and industrial effluents (third revision)	IS 04984 : 87
99.	7091165	95/11	Panchal Engg. Works 30/31, G.I.D.C. Estate Odhav Road Ahmedabad 382415	Domestic gas stoves for use with liquefied petroleum gases (fourth revision)	IS 04246 : 92
100.	7090567	95/11	Parixit Plastics Pvt. Ltd. Plot No. 4912, Phase 4, G.I.D.C. Vatva, Ahmedabad 382445	Irrigation equipment—emitters	IS 13487 : 92

1	2	3	4	5	6
101.	7090769	95/11	Sabarkantha Distt. Co-op. Milk Producers Union Ltd Sabar Dairy P.O. Box No. 21 Himatnagar 383001	Chakka and shrikhand	IS 09532 : 80
102.	8119368	95/11	Ujala Industries G-26, East Gokalpur Loni Road Shahdara Delhi 110094	Stationary storage type electric water heaters (third revision) (Amendment 1)	IS 02082 : 93
103.	8118770	95/11	Classic Irrigation Equipments Pvt. Ltd. Plot No. 10, Gondwara Ring Road No. 2 Urli Industrial Estate, Sarora Raipur	High density polyethylene pipes for potable water supplies; sewage and industrial effluents (third revision)	IS 04984 : 87
104.	6092061	95/11	Blue Crystal Agro Chemical 46 'A' Kiadb Indl Area Kunigal Tumkur 572130	Copper sulphate (second revision) (Amendment No. 1)	IS 00261 : 82
105.	6092566	95/11	Delux Foundry 425, Patel Road Coimbatore 641009	Three-phase squirrel cage induction motors for centrifugal pumps for agricultural applications (Amendments 5)	IS 07538 : 75
106.	8161771	95/11	Hindustan Drug House 34/A, Village Mahipalpur New Delhi 110037	Gelatin, food grade	IS 05719 : 70
107.	9033767	95/11	Techno-Fab (India) 181/17, Industrial Area Chandigarh 160002	Sterilizers, portable, vertical pressure type (Amendment 2)	IS 08462 : 77
108.	9098593	95/11	M. S. Appliances 2H-78, B.P. N.I.T. Faridabad Faridabad 121001	Domestic gas stoves for use with liquefied petroleum gases (fourth revision)	IS 042 46 : 92
109.	9098492	95/11	Pankaj Industrial Corporation Plot No. 22, Shed No. 2 DLF Industrial Area Faridabad	Domestic gas stoves for use with liquefied petroleum gases (fourth revision)	IS 04246 : 92
110.	9033868	95/11	Indian Gas Cylinder 14/1, Mathura Road P.O. Amar Nagar Faridabad 121003 Haryana	Welded low carbon steel cylinder exceeding 5 litre water capacity for low pressure liquifiable gases : Part 2 Cylinders for liquifiable gases other than LPG (fourth revision)	IS 03196 : 92 PART 02
111.	9098189	95/11	Jotindra Steels & Tubes Ltd. 14/3, Mile Stone, Mathura Road Faridabad, Haryana 121003	Steel tubes used for water wells (second revision)	IS 04270 : 92
112.	9098694	95/11	Pankaj Industrial Corporation Plot No. 22, Shed No. 2 DLF Industrial Area Faridabad	Domestic grillers for use with liquefied petroleum gases (Amendments 2)	IS 11480 : 85

खाद्य एवं उपभोक्ता मामले मंत्रालय

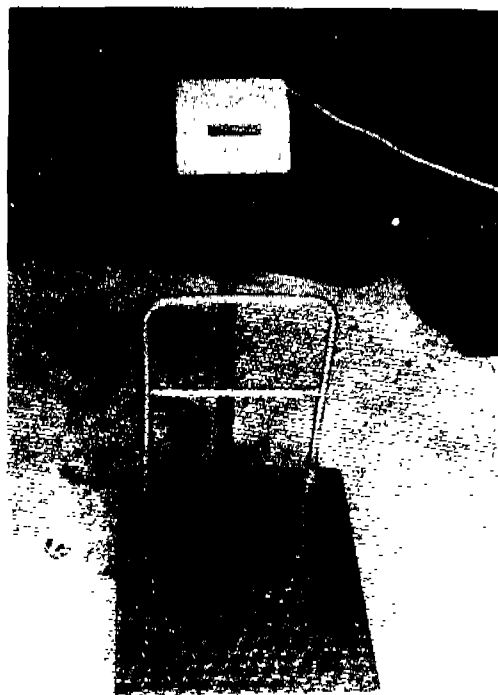
(उपभोक्ता मामले विभाग)

नई दिल्ली, 9 फरवरी, 1998

का. आ. 435.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात्, सामधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति देखिए) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करतु हुए, (मध्यम) यथार्थता वर्ग 3 की टी डी सिरीज टाइप के "डैलमेर" ब्रांड नाम वाले स्वतः संचक गैर-स्वचालित इलेक्ट्रॉनिक प्लेट फार्म तोलन उपकरण के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मैसर्स डीलक्स मर्चेन्डाइज प्रा. लि., 101, अल्हापुरी शापिंग सेन्टर, विश्राम कालोनी बड़ौदा-390005 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/96/63 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

माडल (आकृति देखिए) एक मध्यम यथार्थता (यथार्थता वर्ग 3) का तोलन उपकरण है जिसकी अधिकतम क्षमता 150 किलोग्राम और न्यूनतम क्षमता 1 किलोग्राम है। सत्यापन मापमान अन्तर (ई) 50 ग्राम है। इसमें एक टेयर युक्ति है जिसका व्यक्तनात्मक प्रतिधारण टेयर प्रभाव 100 प्रतिशत है। भारग्राही वृत्ताकार सैक्शन का है जिसका व्यास 80 मि. मी. है। प्रकाशउत्सर्जन डायोड मंड्रदर्श तोल परिणाम उपदर्शित करती है। यह उपकरण 230 वोल्ट, 50 हर्टज के प्रत्यावर्ती धारा विद्युत प्रदाय पर प्रचालित होता है।



आगे, केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि माडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 60 कि. ग्रा./10 ग्राम, 120 कि. ग्रा./20 ग्राम, 150 कि.ग्रा./50 ग्राम, 300 कि. ग्रा./100 ग्राम, 500 कि.ग्रा./100 ग्राम, और 1000 कि.ग्रा./1 कि. ग्रा. की अधिकतम क्षमता वाले समरूप मेक यथार्थता और उसी सिरीज के कार्यकरण वाले तोलन उपकरण भी हैं।

[फा. सं. डब्ल्यू एम-21(89)/94]

राजीव श्रीवास्तव, अपर सचिव

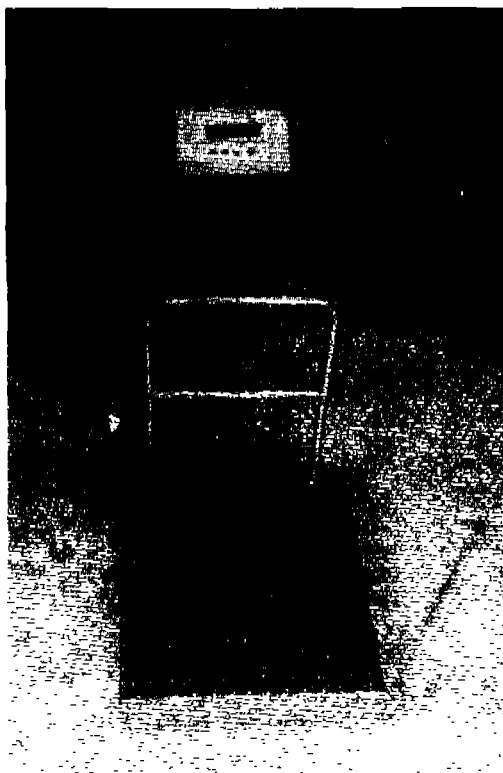
MINISTRY OF FOOD AND CONSUMER AFFAIRS**(Department of consumer Affairs)**

New Delhi, the 9th February, 1998

S.O. 435.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating non-automatic electronic platform weighing instrument of type TD series of class III (Medium) accuracy with brand name "DELMER" (hereinafter referred to as the Model) manufactured by M/s Deluxe Merchandise Pvt. Ltd., 101, Alkapuri shopping Centre, Vishwas Colony, Baroda-390005, and which is assigned the approval mark IMD/09/96/63,

The Model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 150 kg and minimum capacity of 1 kg. The verification scale interval (e) is 50 gram. It has a tare device with a 100 percent subtractive retained tare effect. The load receptor is of circular section of diameter 80 millimetre. The LED display indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply;



Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 60kg/10g, 120kg/20g, 150/50g, 300kg/100g, 500kg/100g and 1000 kg/1 kg manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

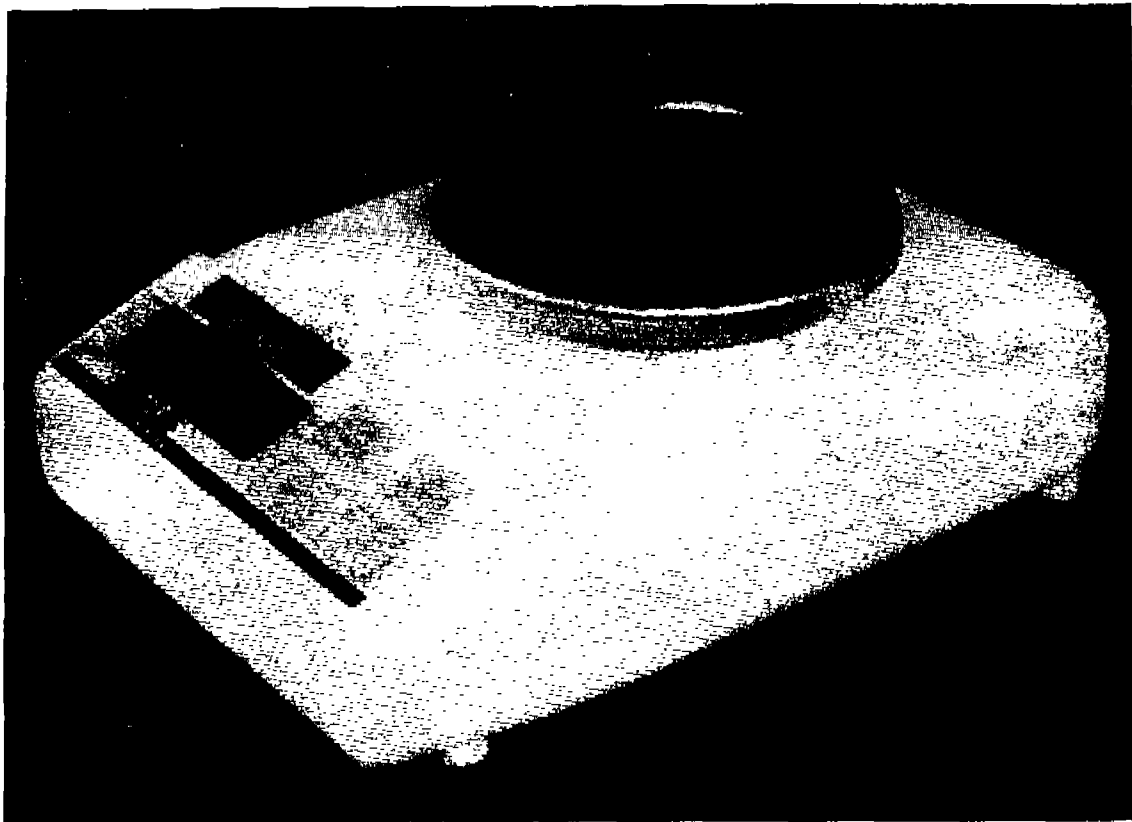
[File No. WM/ 21 (89)/94]

RAJIV SRIVASTAVA, Addl. Secy

नई दिल्ली, 9 फरवरी, 1998

का. आ.436.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट (नीचे आकृति देखिए) पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल खाट और माप मानक अधिनियम, 1976 (1976 का 60) और खाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, (उच्च) यथार्थता वर्ग 2 की जी डी सिरीज टाइप के "डैलमेर" ब्रांड नाम वाले स्वतः सूचक गैर-स्वचालित इलैक्ट्रानिक टेबल टॉप तोलन उपकरण के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मैसर्स डीलक्स मर्चेन्डाइज प्रा. लि., 101, अलकापुरी शापिंग सेन्टर, विश्वास कालोनी बड़ौदा-390005 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/96/64 समनुदिष्ट किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।



माडल (आकृति देखिए) एक उच्च यथार्थता (यथार्थता वर्ग 2) का तोलन उपकरण है जिसकी अधिकतम क्षमता 500 ग्राम और न्यूनतम क्षमता 200 मिली ग्राम है। मत्पापन मापमान अन्तर (ई) 10 मिली ग्राम है। इसमें एक टेयर युक्ति है जिसका व्यकलनात्मक प्रतिधारण टेयर प्रभाव 100 प्रतिशत है। भारग्राही आयताकार सैक्शन का है जिसका आकार 450 × 600 मिलीमीटर। प्रकाश उत्सर्जन डायोड संप्रदर्श तोल परिणाम उपदर्शित करता है। यह उपकरण 230 वोल्ट, 50 हर्टज के प्रत्यावर्ती धारा विद्युत प्रदाय पर प्रचालित होता है।

आगे, केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह भी घोषणा करती है कि माडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उम्मी विनिर्माता द्वारा उम्मी मिद्वांत डिजाइन के अनुसार और उम्मी सामग्री से, जिससे अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 100 ग्राम/10 मिली ग्राम, और 200 ग्राम/10 मिली ग्राम की अधिकतम क्षमता वाले समरूप मेक यथार्थता और उम्मी सिरीज के कार्यकरण वाले तोलन उपकरण भी हैं।

[फा. सं. डब्ल्यू एम-21(89)/94]

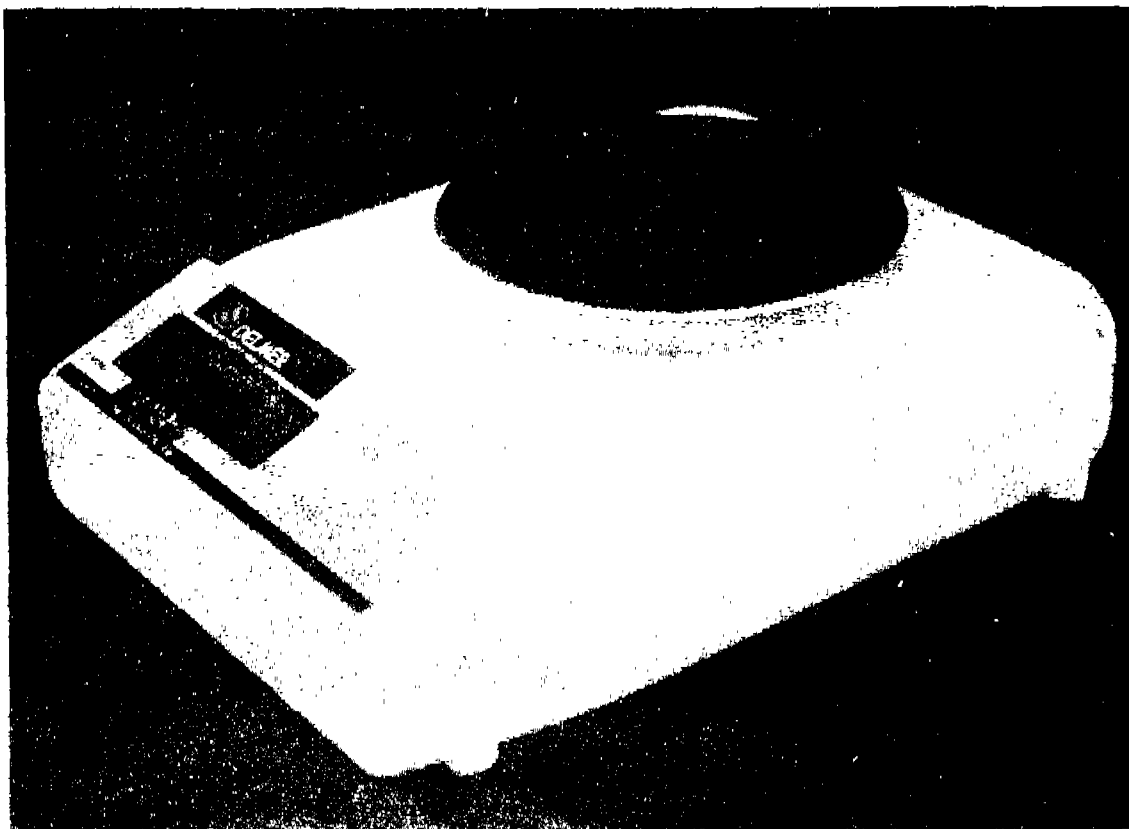
राजीव श्रीवास्तव, अपर सचिव

New Delhi the 9th February, 1998

S.O. 436.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions:

Now therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating non-automatic electronic table top weighing instrument of type GD series of class II (High) accuracy with brand name "DELMER" (hereinafter referred to as the Model) manufactured by M/s Deluxe Merchandise Pvt. Ltd. 101, Alkapuri Shopping Centre, Vishwas Colony, Baroda-390005, and which is assigned the approval mark IND/09/96/64:

The Model (see figure) is a high accuracy (accuracy class II) weighing instrument with a maximum capacity of 500 g and minimum capacity of 200mg. The verification scale interval (e) is 10 milligram. It has a tare device with a 100 percent subtractive retained tare effect. The load receptor is of rectangular section of size 450 × 600 millimetre. The LED display indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply:



Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 100g/10mg, and 200g/10mg, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[File No. WM 21 (89)/94]
RAJIV SRIVASTAVA, Addl. Secy.

नई दिल्ली, 9 फरवरी, 1998

का. आ. 437.—केन्द्रीय सरकार, बाट और माप मानक अधिनियम 1976 (1976 का 60) की धारा 36 की उपधारा (6) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र तारीख 29-3-97 भाग 2, खंड 3, उपखंड (ii) में प्रकाशित भारत सरकार के खाद्य और उपभोक्ता मामले मंत्रालय की अधिसूचना का. आ. 819 तारीख 17 मार्च, 1997 में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के अंतिम पैरा में —

“ 1 कि.ग्रा./100 मि.ग्रा., 2 कि.ग्रा./200 मि.ग्रा., 5 कि.ग्रा./500 मि.ग्रा. और 20 कि.ग्रा./2 ग्रा. ” अंकों, अक्षरों और शब्दों के स्थान पर
“ 1 कि.ग्रा./100 मि.ग्रा., 2 कि.ग्रा./200 मि.ग्रा., 5 कि.ग्रा./500 मि.ग्रा., 20 कि.ग्रा./2 ग्रा., 25 कि.ग्रा./5 ग्रा., 30 कि.ग्रा./5 ग्रा., और 50 कि.ग्रा./5 ग्रा. ”
अंक, अक्षर और शब्द रखे जाएंगे।

[फा. सं. डब्ल्यू एम-21(14)/93]

राजीव श्रीवास्तव, अपर सचिव

New Delhi, the 9 February, 1998

S.O. 437.—In exercise of the powers conferred by sub-section (7) of section 36 of the Standards of Weights and Measures Act, 1976 (60 of 1976), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Civil Supplies, Consumer Affairs and Public Distribution bearing S.O. 819 dated 17th March, 1997, published in the gazette of India on 29-3-97 Part II, section 3, sub-section (ii), vide namely :—

In the said notification, in the last paragraph for the figures, letters and words “ 1kg/100mg, 2 kg/200mg, 5kg/500mg, and 20kg/2g”, the figures, letters and words, “ 1kg/100mg, 2kg/200mg, 5kg/500mg, 20kg/2g, 25kg/5g, 30kg/5g and 50kg/5g”, shall be substituted.

[File No. WM/ 21 (14)/93]

RAJIV SRIVASTAVA, Addl. Secy.

नई दिल्ली, 9 फरवरी, 1998

का. अ. 438.—केन्द्रीय सरकार, बाट और माप मानक अधिनियम 1976 (1976 का 60) की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र तारीख 29-3-97 भाग 2, खंड 3, उपखंड (ii) में का. आ. 818 तारीख 17 मार्च, 1997 द्वारा प्रकाशित भारत सरकार के नागरिक पूर्ति, उपभोक्ता मामले और सार्वजनिक वितरण मंत्रालय की अधिसूचना में निम्नलिखित संशोधन करती है, अर्थात् :—

उक्त अधिसूचना के अंतिम पैरा में "100 कि.ग्रा./20 ग्राम, 200कि.ग्रा./50ग्राम, 250कि.ग्रा./50 ग्राम, 300 कि.ग्रा./50 ग्राम, 500 कि.ग्रा./100ग्राम, 1000 कि.ग्रा./200 ग्राम, और 2000 कि.ग्रा./200 ग्राम, अंकों, अक्षरों और शब्दों के स्थान पर" 60 कि.ग्रा./10 ग्रा., 100 कि.ग्रा./10 ग्रा., या 20 ग्रा., 150 कि.ग्रा./20 ग्रा., 200 कि.ग्रा./20 ग्रा., या 50 ग्रा., 250 कि.ग्रा./50 ग्रा., 300 कि.ग्रा./50 ग्रा., 500 कि.ग्रा./100 ग्रा., 1000 कि.ग्रा./100 ग्रा. या 200 ग्राम, 2000 कि.ग्रा./200 ग्रा. और 3000 कि.ग्रा./500 ग्रा. रखे जाएंगे।

[फा. सं. डब्ल्यू एम. 21(14)/93]

राजीव श्रीवास्तव, अपर सचिव

New Delhi, the 9 February, 1998

S.O. 438.—In exercise of the powers conferred by sub-section (7) of section 36 of the Standards of Weights and Measures Act, 1976 (60 of 1976), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Civil Supplies, Consumer Affairs and Public Distribution published in the Gazette of India dated 29-3-97 Part II, section 3, sub-section (ii), vide S.O. 818 dated 17th March, 1997, namely :—

In the said notification, in the last paragraph for the figures, letters and words "100 kg/20g, 200 kg/50g, 250kg/50g, 300 kg/50g, 500kg/100g, 1000kg/200g and 2000kg/200g", the figures, letters and words "60 kg/10g, 100 kg/10g or 20g, 150 kg/20g, 200 kg/20g or 50g, 250 kg/50g, 300 kg/50g, 500 kg/100g, 1000 kg/100g or 200g, 2000 kg/200 g and 3000 kg/500 g", shall be substituted.

[File No. WM 21 (14)/93]

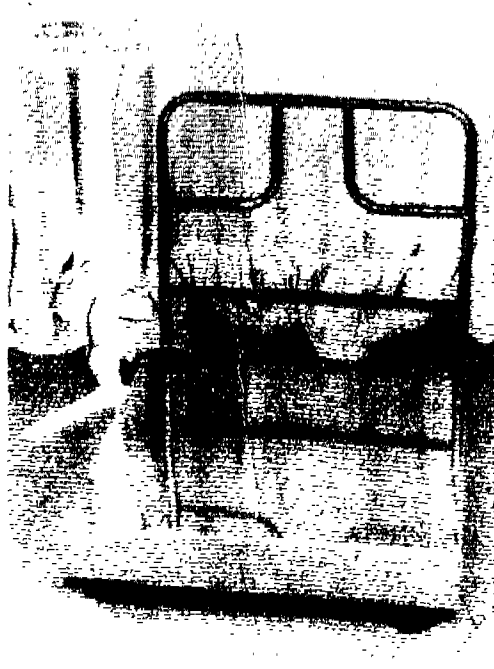
RAJIV SRIVASTAVA, Addl. Secy.

नई दिल्ली, 12 फरवरी, 1998

का. आ. 439.—केन्द्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करते के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, (मध्य) यथार्थता वर्ग 3 की "डीगी तूला" मिरिज के "डीगीतूला" ब्रांड नाम वाले स्वतः सूचक गैर-स्वचालित इलेक्ट्रॉनिक प्लेटफार्म तोलन मशीन के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मैमर्स इन्प्रो इंजीनियर्स, 25, न्यू अखंड आनंद सोसाइटी, नवा बडाज, अहमदाबाद-380013 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/97/28 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

माडल (आकृति में दिया गया) एक मध्यम यथार्थता (यथार्थता वर्ग 3) का तोलन उपकरण है जिसकी अधिकतम क्षमता 120 किलोग्राम और न्यूनतम क्षमता 400 ग्राम है। सत्यापन मापमान अन्तर (ई) 20 ग्राम है। इसमें एक टेयर युक्ति है जिसका व्यकलनात्मक प्रतिधारण टेयर प्रभाव 100 प्रतिशत है। भारगोती वर्गाकार सैक्शन का है जिसकी भुजा 600 मि. मी. है। प्रकाश उत्सर्जन डायोड संप्रदर्श तोल परिणाम उपदर्शित करता है। यह उपकरण 230 वोल्ट, 50 हर्ट्ज के प्रत्यावर्ती धारा विद्युत प्रदाय पर प्रचालित होता है।



आकृति

अतः, केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा पदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि माडल के अनुमोदन के उस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धांत डिजाइन के अनुसार और उम्मा सामग्री से, जिससे अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 30 कि. ग्रा./5 ग्राम, 50 कि. ग्रा./5 ग्राम, 60 कि.ग्रा./10 ग्राम, 100 कि. ग्रा./10 ग्राम, 150 कि.ग्रा./20 ग्राम, 200 कि.ग्रा./20 ग्रा., 300 कि.ग्रा./50 ग्रा., 500 कि.ग्रा./50 ग्रा. 1ट/100 ग्रा., और 2ट/200 ग्रा. की अधिकतम क्षमता वाले समरूप मॉक, यथार्थता और उसी मिरिज के कार्यकरण वाले तोलन उपकरण भी हैं।

[फा. सं. डब्ल्यू एम-21(25)/96]

राजीव श्रीवास्तव, अपर सचिव

New Delhi, the 12 February, 1998

S.O. 439.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions,

Now therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating non-automatic electronic platform weighing machine of "DIGI TOOLA" series of class III (Medium) accuracy with brand name "DIGI TOOLA" (hereinafter referred to as the Model) manufactured by M/s Elpro Engineers, 25, New Akhand Anand Society, Nava Vadaj, Ahmedabad-380013, and which is assigned the approval mark IND/09/97/28,

The Model (given in the figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 120 kg and minimum capacity of 400 g. The verification scale interval (e) is 20 g. It has a tare device with a 100 percent subtractive retained tare effect. The load receptor is of square section of side 600 millimetre. The LED display indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply;



(Figure)

Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 30kg/5g, 50kg/5g, 60/10g, 100 kg /10g, 150kg/20g, 200kg/20g and 300 kg/50g, 500kg/50g, 1t/100g and 2t/200g, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[File No. WM 21 (25)/96]

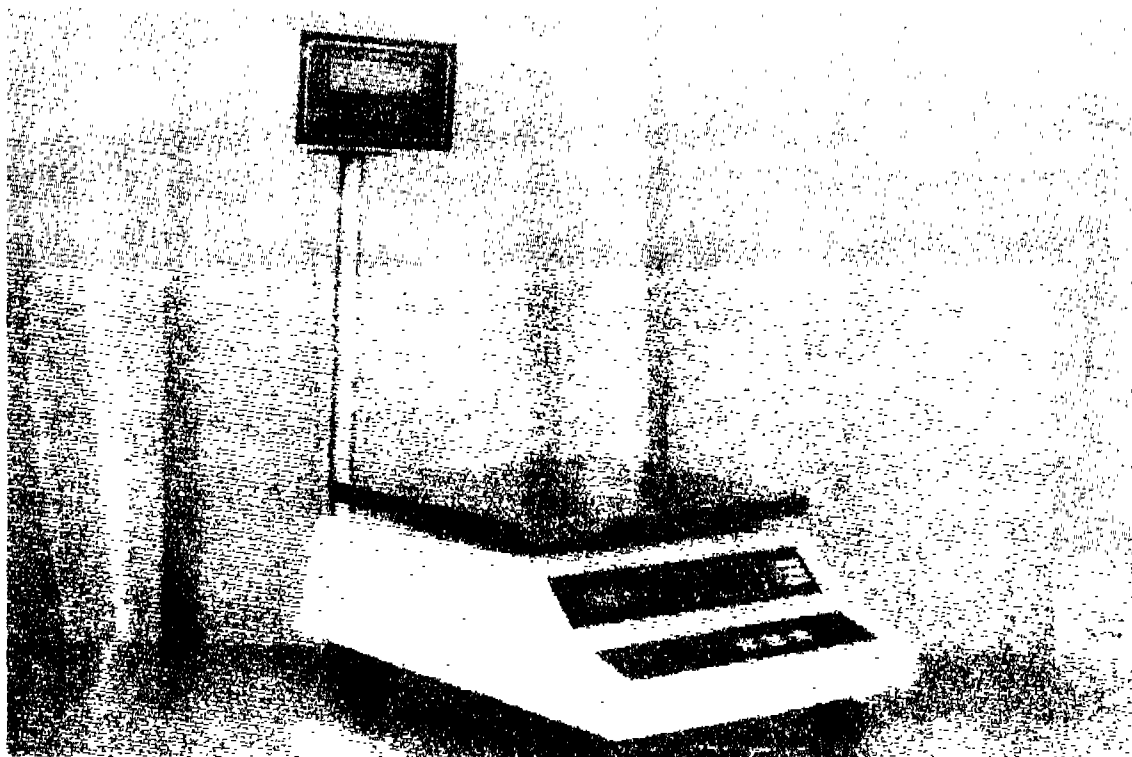
RAJIV SRIVASTAVA, Addl. Secy.

नई दिल्ली, 12 फरवरी, 1998

का. आ. 440.—केंद्रीय सरकार का विहित प्राधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट पर विचार करने के पश्चात्, सामधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल (नीचे दी गई आकृति) बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा ;

अतः केंद्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, (उच्च) यथार्थता वर्ग 2 की "डिगी तुला" मिराज के "डिगी तुला" ब्रांड नाम वाले स्थितः सूक्ष्म गैर-स्वचालित इलेक्ट्रॉनिक टेबल टॉप तोलन मशीन के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मैमर्स इल्प्रो इंजीनियर्स, 25, न्यू अरखंड आनंद, मोसाइट्री, नया बडोण, अहमदाबाद 380013 द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. टी. 09/97/29 समनुदेशित किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

माडल (आकृति में दिया गया) एक उच्च यथार्थता (यथार्थता वर्ग 2) का तोलन उपकरण है जिसकी अधिकतम क्षमता 5 किलोग्राम और न्यूनतम क्षमता 25 ग्राम है। सत्यापन मापमान अन्तर (ई) 500 मि. ग्राम है। इसमें एक टेयर युक्ति है जिसका व्यकनतात्मक प्रतिधारण टेयर पभाव 100 प्रतिशत है। भारमात्री स्पर्शकार संकेशन का है जिसकी भूजा 250 मि. मी. है। प्रकाश उत्पन्न होयड संवेदनशील तोल परिणाम उपदर्शित करता है। यह उपकरण 230 वोल्ट, 50 हर्टज के प्रत्यायती धारा विद्युत प्रदाय पर प्रचालित होता है।



(आकृति)

अतः, केंद्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि माडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत उसी विनिर्माता द्वारा उगी सिद्धान्त डिजाइन के अनुसार और उसी सामग्री से, जिसमें अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 100 ग्र./10 मि. ग्राम, 200 ग्र./20 मि. ग्राम, 500 ग्र./50 मि. ग्राम, 1 कि. ग्र./0.1 ग्राम, 2 कि.ग्र./0.2 ग्राम, 10 कि.ग्र./1 ग्र., 15 कि.ग्र. 2 ग्र., और 20 कि.ग्र./2 ग्राम की अधिकतम क्षमता वाले समरूप सेक, यथार्थता और उसी मिराज के कार्यकरण वाले तोलन उपकरण भी हैं।

[का. सं. डब्ल्यू एम-21(25)/96]

432 G3/98-8

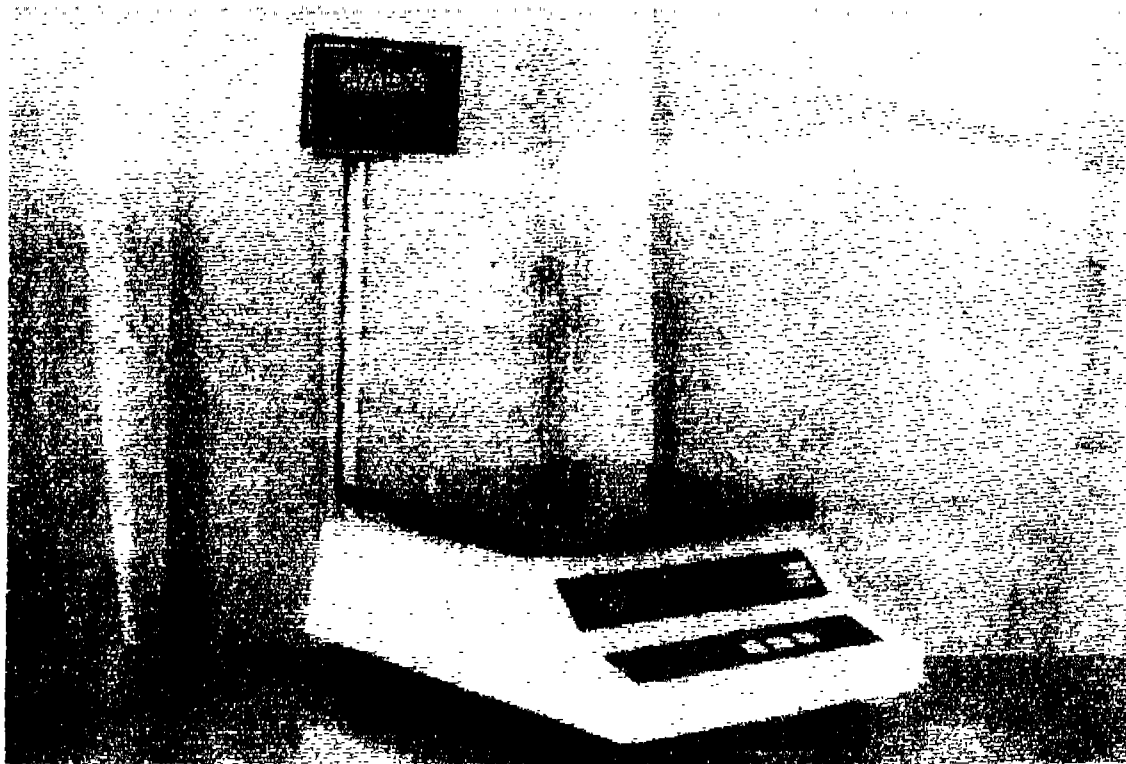
राजीव श्रीवास्तव, अपर सचिव

New Delhi, the 12th February, 1998

S.O. 440.—Whereas the central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (the figure given below) is in conformity with the provisions of The Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating non-automatic electronic table top weighing machine of "DIGI TOOLA" series of class II (High) accuracy with brand name "DIGI TOOLA" (hereinafter referred to as the Model) manufactured by M/s Elpro Engineers, 25, New Akhand Anand Society, Nava Vadaj, Ahmedabad-380013, and which is assigned the approval mark IND/09/97/29;

The Model (given in the figure) is a high accuracy (accuracy class II) weighing instrument with a maximum capacity of 5 kg and minimum capacity of 25g. The verification scale interval (e) is 500 mg. It has a tare device with a 100 percent subtractive retained tare effect. The load receptor is of square section of side 250 millimetre. The LED display indicates the weighing result. The instrument operates on 230 volts, 50 Hertz alternate current power supply.



(figure)

Further in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 100g/10mg, 200g/20mg, 500g/50mg, 1kg/0.1g, 2kg/0.2g, 10kg/1g, 15kg/2g and 20kg/2g manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured.

[File No. WM 21 (25)/96]
RAJIV SRIVASTAVA, Addl. Secy.

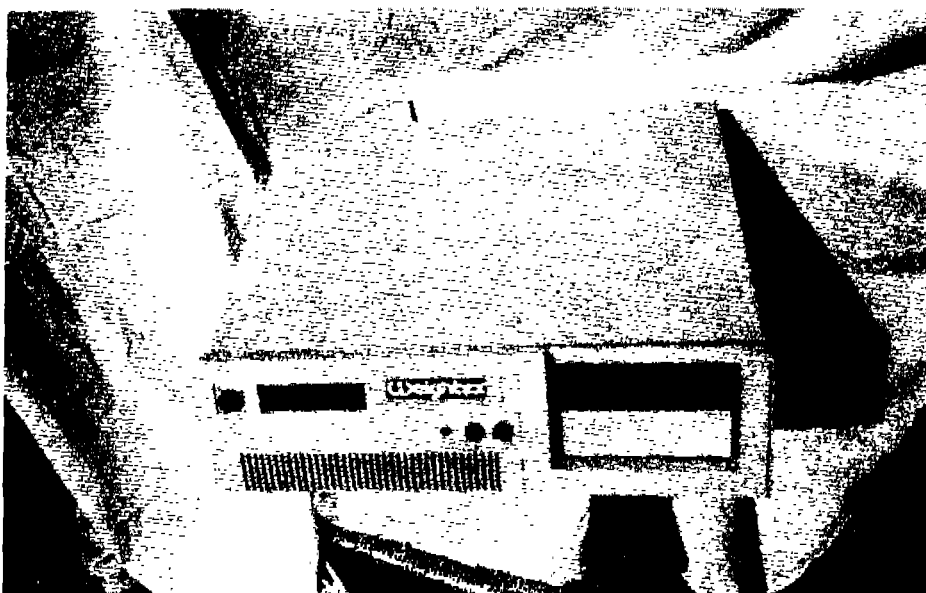
नई दिल्ली, 12 फरवरी, 1998

का. आ. 441.—केन्द्रीय सरकार का विहित अधिकारी द्वारा उसे प्रस्तुत की गई रिपोर्ट (नीचे आकृति देखिए) पर विचार करने के पश्चात्, समाधान हो गया है कि उक्त रिपोर्ट में वर्णित माडल बाट और माप मानक अधिनियम, 1976 (1976 का 60) और बाट और माप मानक (माडल का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि वह लगातार प्रयोग की अवधि में यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा देता रहेगा ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, (मध्यम) यथार्थता वर्ग III की डब्ल्यू ई 505 मिरीज टाइप के "वेटेकम" ब्रांड नाम वाले स्वतःसूचक गैर-स्वचालित तुलाचौकी के माडल का (जिसे इसमें इसके पश्चात् माडल कहा गया है) जिसका विनिर्माण मैसर्स वेटेकम स्केल्स, 1449, एम आई ई. बहादुरगढ़ (हरियाणा) द्वारा किया गया है और जिसे अनुमोदन चिह्न आई. एन. डी./09/96/77 समनुदिष्ट किया गया है, अनुमोदन प्रमाणपत्र प्रकाशित करती है।

माडल (आकृति देखिए) एक मध्यम यथार्थता (यथार्थता वर्ग III) का तोलन उपकरण है जिसकी अधिकतम क्षमता 40000 किलोग्राम और न्यूनतम क्षमता 100 किलोग्राम है। स्थापन मापमान अन्तर (ई) 5 किलोग्राम है। इसमें एक डेयर युक्त है। जिसका व्यकलतात्मक प्रतिधारण डेयर प्रभाव 100 प्रतिशत है। भारग्राही वर्गाकार संकेशन का है जिसके आकार 10 × 3 मीटर है। प्रकाश उत्पन्न डायोड संप्रदर्श तोल परिणाम उपदर्शित करता है। यह उपकरण 230 वोल्ट, 50 हर्टज के प्लवावती धारा विद्युत प्रदाय पर प्रचालित होता है।

(आकृति)



आगे, केन्द्रीय सरकार, उक्त धारा की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि माडल के अनुमोदन के इस प्रमाण पत्र के अंतर्गत इसी विनिर्माता द्वारा उसी सिद्धांत डिजाइन के अनुसार और उसी सामग्री से, जिससे अनुमोदित माडल का विनिर्माण किया गया है विनिर्मित 5 टन, 10 टन, 20 टन, 25 टन, 30 टन, 50 टन, 60 टन, 100 टन, 200 टन और 100 टन/20 किलोग्राम की अधिकतम क्षमता वाले समरूप मेक, यथार्थता और उसी मिरीज के कार्यकरण वाले तोलन उपकरण भी हैं।

[का. सं. डब्ल्यू एम-21(4)/95]

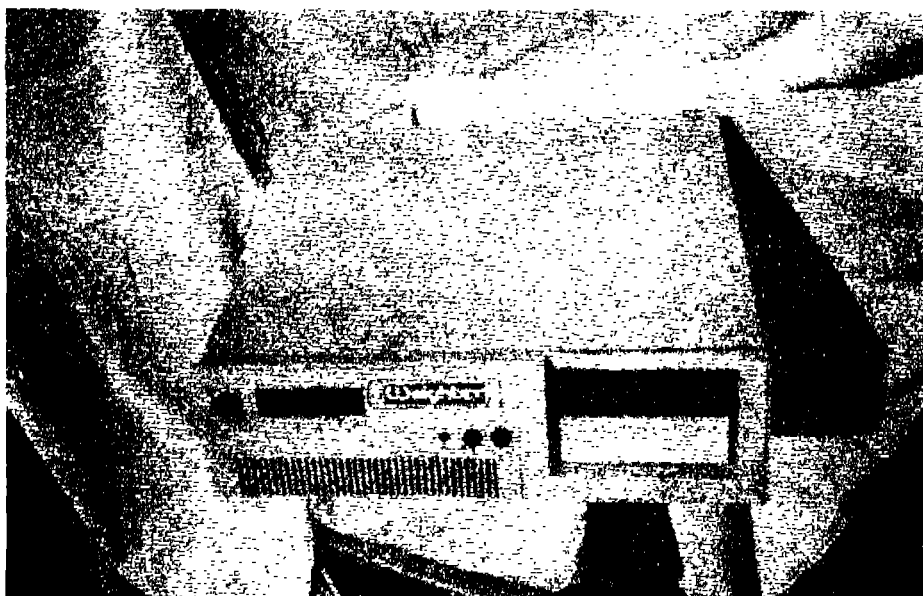
राजीव श्रीवास्तव, अपर सचिव

New Delhi, the 12th February, 1998

S.O. 441 —Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain accuracy over periods of sustained use and to render accurate service under varied conditions;

Now therefore, in exercise of the powers conferred by sub-section (7) of section 36 of the said Act, the Central Government hereby publishes the certificate of approval of the Model of the self-indicating non-automatic electronic weighbridge of type WE 505 series of class III (medium) accuracy with brand name "WEIGHTEX" (hereinafter referred to as the Model) manufactured by M/s Weightex Scales, 1449, M.I.E., Bahadurgarh (Haryana), and which is assigned the approval mark IND/09/96/77:

The Model (see figure) is a medium accuracy (accuracy class III) weighing instrument with a maximum capacity of 40000 kg and minimum capacity of 100 kg. The verification scale interval (e) is 5 kg. It has a tare device with a 100 percent subtractive retained tare effect. The load receptor is of square section of size 10 × 3 metre. The Light Emitting Diodes display indicates the weighing result. The instrument operates on 230 volts, 50 hertz alternate current power supply;



Further, in exercise of the powers conferred by sub-section (12) of the said section, the Central Government hereby declares that this certificate of approval of the Model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity of 5t/1kg, 10t/2kg, 20t/5kg, 25t/5kg, 30t/5kg, 50t/5kg, 60t/10kg, 80t/20kg and 100t/20kg manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the approved Model has been manufactured

[File No. WM 21 (4)/95]

RAJIV SRIVASTAVA, Addl Secy.

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 20 फरवरी, 1998

का. अ. 442. :- केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाईप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा ('I') के अधीन तारीख 2 अगस्त, 1997 के राजपत्र के पृष्ठ संख्या 3695 से 3697 पर जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1894, तारीख 1 अगस्त, 1997 द्वारा पेट्रोलियम (छुड़-आयल) के परिवहन के लिए पाइप लाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्रित अधिसूचना की प्रतियाँ जनता को तारीख 16 / 08 / 97 से उपलब्ध करा दी गई थी ;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का, उक्त रिपोर्ट पर विचार करने के पश्चात, यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित किया जाना चाहिए।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषित करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार अर्जित किया जाता है।

यह और कि केन्द्रीय सरकार, उक्त धारा की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार, केन्द्रीय सरकार में निहित होने की बजाय, सभी बाधाओं से रहित, भारत ओमान रिफायनरीज लिमिटेड में निहित होगा।

अनुसूची

तहसील: महिदपुर	जिला: उज्जैन	राज्य: मध्य प्रदेश
ग्राम का नाम	सर्वेक्षण संख्या	क्षेत्रफल हेक्टेयर / अंग्रे
(1)	(2)	(3)
मालीखेड़ी	340	0.360
	342	0.160

(1)	(2)	(3)
	344	0.320
	345	0.320
	346	0.120
	347	0.240
	371	0.170
	372	0.170
	373	0.410
	381	0.480
	382	0.370
	403	0.220
	406	0.400
	407	0.490
	425	0.090
	426	0.350
खुरचन्या चन्द्रभान	292	0.010
	313	0.090
	315	0.030
	316	0.340
	317	0.240
	319	0.290
	320	0.170
ताजपुर	89	0.110
	91	0.010
	216	0.300
	222	0.090
	232	0.010
	233	0.040
	234	0.140
	235	0.080
	236	0.370
	238	0.400
	243/1	0.300
	243/2	0.300
	244	0.390
	246	0.020
	247	0.240
	248	0.050
	249	0.130
	250	0.270
	251	0.140
	264	0.010
	265	0.320
	266	0.150

(1)	(2)	(3)	(1)	(2)	(3)
	267	0.010		437	0.260
	268	0.610		438	0.020
बरखेड़ी बाजार	06	0.060		442	0.360
	13	0.270		443	0.300
	14	0.220		445	0.210
	15	0.010		446	0.240
	26	0.090		447	0.030
	31	0.090		451	0.350
	32	0.010		453	0.140
	33	0.180	जगोटी	1333	0.300
	34	0.010		1334	0.350
	36	0.200		1335	0.260
	37	0.230		1336	0.150
	63	0.090		1381	0.080
	103	0.010		1390	0.080
	104	0.010		1391	0.240
	106	0.010		1392	0.340
	122	0.200		1393	0.050
	123	0.120		1394	0.410
	124	0.040		1395	0.010
	130	0.010		1407	0.020
	131	0.010		1409	0.420
	132	0.060		1410	0.190
	133	0.070		1411	0.070
	134	0.010		1438	0.480
	140	0.270		1440	0.110
	141	0.180		1441	0.010
	277	0.040		1443	0.070
	278	0.130		1444	0.200
	279	0.070		1445	0.370
	291	0.010		1451/1	0.250
	292	0.010		1451/2	0.060
	293	0.050		1452	0.280
	294	0.080		1453	0.010
	295	0.040		1497	0.150
	296	0.010		1498	0.190
	298	0.030		1504	0.060
	299	0.060		1509	0.060
	304	0.010		1510	0.100
	305	0.280		1511	0.020
	306	0.200	बेलाखेड़ा	52	0.240
	350	0.050		53	0.140
	356	0.040		54	0.340

(1)	(2)	(3)	(1)	(2)	(3)
	55	0.240		400	0.150
	56	0.510		401	0.160
	64	0.190		402	0.060
	65	0.170		404	0.080
	74	0.270	पलवा	470/3	0.210
	76	0.240		638	0.170
	77	0.150		639	0.170
	78	0.100		674	0.440
	79	0.010		679	0.570
	86	0.190		684	0.440
	87	0.010		695	0.230
	88	0.300		696	0.010
	89	0.240		697	0.240
	107	0.010		698	0.060
	108	0.010		700	0.080
	152	0.060		815	0.110
	153	0.260		817	0.270
	154	0.100		824	0.400
	156	0.010		825	0.190
	321	0.040		826	0.120
	322	0.130		827	0.160
	323	0.320		830	0.130
	353	0.190		856	0.700
	354	0.040		872	0.040
	355	0.240		879	0.340
	356	0.020		880	0.620
	376	0.070		886	0.090
	377/1	0.240		888/2	0.020
	377/2	0.060		888/3	0.550
	380	0.020		889	0.400
	381	0.270	लोहारवास	349	0.010
	382	0.040		350	0.060
	392/2	0.170		351	0.030
	393	0.010		516	0.230
	394/1	0.170			
	394/2	0.120			
	395	0.150			
	396	0.050			

[सं. आर-31015/17/97-ओआर. II]

के. सी. कटोच, अवर सचिव

Ministry of Petroleum and Natural Gas

Schedule

New Delhi, the 23rd February, 1998

S.O. 442.

:- Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No.S.O. 1894 dated 1st August,1997, issued under subsection (1) of section 3 of the petroleum and minerals Pipelines (Acquisition of Rights of User in land) Act, 1962 (50 of 1962),(herein after referred to as the said Act), published in the Gazette of India dated 2nd day of August 1997 on page nos. 3698 to 3700, the Central Government declared its intention to acquire the right of user in the lands specified in Schedule appended to the notification for the purpose of laying pipeline for the transport of petroleum (Crude oil).

And whereas the copies of the said Gazette notification were made available to the public from 16 / 08 / 97;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas, the central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the rights of user in lands specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the said section, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest free from all encumbrances, in Bharat Oman Refineries Limited.

Tehsil: Mahidpur Dist : Ujjain State Madhya Pradesh

Name of village	Survey no.	Area Hectare/arc
(1)	(2)	(3)
Malikhedi	340	0.360
	342	0.160
	344	0.320
	345	0.320
	346	0.120
	347	0.240
	371	0.170
	372	0.170
	373	0.410
	381	0.480
	382	0.370
	403	0.220
	406	0.400
	407	0.490
	425	0.090
	426	0.350
Khurchanya - Chandrabhan	292	0.010
	313	0.090
	315	0.030
	316	0.340
	317	0.240
Tajpur	319	0.290
	320	0.170
	89	0.110
	91	0.010
	216	0.300
	222	0.090
	232	0.010
	233	0.040
	234	0.140
	235	0.080
	236	0.370
	238	0.400
	243/1	0.300
	243/2	

(1)	(2)	(3)	(1)	(2)	(3)
	244	0.390		293	0.050
	246	0.020		294	0.080
	247	0.240		295	0.040
	248	0.050		296	0.010
	249	0.130		298	0.030
	250	0.270		299	0.060
	251	0.140		304	0.010
	264	0.010		305	0.280
	265	0.320		306	0.200
	266	0.150		350	0.050
	267	0.010		356	0.040
	268	0.610		437	0.260
Barkhedi Bazar	06	0.060		438	0.020
	13	0.270		442	0.360
	14	0.220		443	0.300
	15	0.010		445	0.210
	26	0.090		446	0.240
	31	0.090		447	0.030
	32	0.010		451	0.350
	33	0.180		453	0.140
	34	0.010	Jagoti	1333	0.300
	36	0.200		1334	0.350
	37	0.230		1335	0.260
	63	0.090		1336	0.150
	103	0.010		1381	0.080
	104	0.010		1390	0.080
	106	0.010		1391	0.240
	122	0.200		1392	0.340
	123	0.120		1393	0.050
	124	0.040		1394	0.410
	130	0.010		1395	0.010
	131	0.010		1407	0.020
	132	0.060		1409	0.420
	133	0.070		1410	0.190
	134	0.010		1411	0.070
	140	0.270		1438	0.480
	141	0.180		1440	0.110
	277	0.040		1441	0.010
	278	0.130		1443	0.070
	279	0.070		1444	0.200
	291	0.010		1445	0.370
	292	0.010		1451/1	0.250

(1)	(2)	(3)	(1)	(2)	(3)
	1451/2	0.060		382	0.040
	1452	0.280		392/2	0.170
	1453	0.010		393	0.010
	1497	0.150		394/1	0.170
	1498	0.190		394/2	0.120
	1504	0.060		395	0.150
	1509	0.060		396	0.050
	1510	0.100		400	0.150
	1511	0.020		401	0.160
Belakheda	52	0.240		402	0.060
	53	0.140		404	0.080
	54	0.340	Palwa	470/3	0.210
	55	0.240		638	0.170
	56	0.510		639	0.170
	64	0.190		674	0.440
	65	0.170		679	0.570
	74	0.270		684	0.440
	76	0.240		695	0.230
	77	0.150		696	0.010
	78	0.100		697	0.240
	79	0.010		698	0.060
	86	0.190		700	0.080
	87	0.010		815	0.110
	88	0.300		817	0.270
	89	0.240		824	0.400
	107	0.010		825	0.190
	108	0.010		826	0.120
	152	0.060		827	0.160
	153	0.260		830	0.130
	154	0.100		856	0.700
	156	0.010		872	0.040
	321	0.040		879	0.340
	322	0.130		880	0.620
	323	0.320		886	0.090
	353	0.190		888/2	0.020
	354	0.040		888/3	0.550
	355	0.240		889	0.400
	356	0.020	Loharwas	349	0.010
	376	0.070		350	0.060
	377/1	0.240		351	0.030
	377/2	0.060		516	0.230
	380	0.020			
	381	0.270			

[No. R-31015/17/97 - OR. II]

K. C Katoch, Under Secy.

अनुसूची

नई दिल्ली, 20 फरवरी, 1998

का. अ. 443. :- केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाइप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्रकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 1893, तारीख 01/08/97 द्वारा पेट्रोलियम के परिवहन के लिए गुजरात राज्य में बाढीनार से मध्यप्रदेश राज्य में बीना तक भारत ओमान रिकाइनरी लिमिटेड द्वारा पाइप लाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्रित अधिसूचना की प्रतियाँ जनता को तारीख 16 / 08 / 97 को उपलब्ध करा दी गई थीं ;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है ;

यह और कि केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है ।

अतः, अब, उक्त अधिनियम की धारा 6 की उपधारा (1) में प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार घोषित करती है कि पाइपलाइन बिछाने के लिए इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार अर्जित किया जाता है ।

यह और कि केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार, इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाय सभी बाधाओं से रहित भारत ओमान रिकाइनरी लिमिटेड में निहित होगा।

तहसील : घटिया जिला : उज्जैन राज्य : मध्य प्रदेश

ग्राम का नाम	सर्वे क्रमांक	क्षेत्रफल हेक्टर / आरे
(1)	(2)	(3)
गुहा	316	0.080
	361	0.410
	365	0.310
	368	0.770
	369	0.070
	370	0.140
	373	0.330
	374	0.350
	375	0.010
	376	0.020
	377	0.010
	402	0.020
	403	0.020
	404	0.450
	405	0.280
रई	2	0.010
	3	0.140
	109	0.030
खोयरिया	60	0.300
	61	0.260
	63	0.010
	65	0.170
	66	0.360
	100	0.150
	101	0.140
	105	0.290
	119	0.150
	135	0.210
	154	0.030
	155	0.190
	157	0.030
	158	0.010
	159	0.040
	161	0.030
	167	0.110
	168	0.310
	169	0.180
	173	0.300
	174	0.020
	175	0.250
	176	0.330
	177	0.010
	224	0.210
	225	0.010
	228	0.280

(1)	(2)	(3)	(1)	(2)	(3)
	229	0.040		121	0.110
	231	0.150		123	0.220
	238	0.110		125	0.040
	239	0.440		131	0.010
भोफरा	18	0.450		132	0.100
	21	0.240		135	0.230
	22	0.210		136	0.260
	56	0.010		137	0.120
	86	0.030		138	0.010
	88	0.290		140	0.050
	89	0.070		142	0.010
	106	0.110		143	0.330
	107	0.060		145	0.160
	108	0.310		146	0.430
	117	0.010		147	0.100
	118	0.020		201	0.210
	120	0.010		202	0.230
	206	0.330		203	0.120
	208	0.010		205	0.150
	209	0.070		395	0.060
	210	0.260		396	0.290
	230	0.200		397	0.290
	231	0.480		398	0.020
	232	0.350		401	0.220
बांसखेड़ी	311	0.240		402	0.150
	312	0.290		403	0.030
	315	0.150	पंचेड़	56	0.220
	318	0.370		57	0.120
	319	0.600		61	0.500
	320	0.080		79	0.010
	323	0.010		83	0.140
	363	0.080		84	0.510
	364	0.250		86	0.020
	394	0.180		87	0.450
	396	0.020		97	0.090
	402	0.830		98	0.180
	409	0.010		99	0.200
	410	0.310		103	0.270
	411	0.050		104	0.250
	421	0.370		105	0.010
	422	0.190		107	0.170
	423	0.330		108	0.170
	424	0.350		109	0.270
	425	0.040		188	0.010
धुलेटिया	48	0.650		189	0.200
	49	0.020		190	0.010
	54	0.610		191	0.070
	55	0.420		196	0.340
	58	0.570		197	0.130
	59	0.450		240	0.400
	65	0.360	बिहारिया	2	0.030
	120	0.240		3	0.240

(1)	(2)	(3)	(1)	(2)	(3)
कालखेड़ा	798	0.150	भीलखेड़ा	354	0.240
	799	0.460		355	0.100
	800	0.060		357	0.280
	823	0.050		358	0.320
	824	0.870		359	0.020
	825	0.030		405	0.020
	835	0.010		438	0.050
	840	0.430		440	0.540
	841	0.050	सुतारखेड़ा	2	0.440
	842	0.140		3	0.600
	843	0.180		9	0.550
	844	0.010		10	0.100
किसानपुरा	132	0.020		11	0.010
	133	0.140		12	0.600
	134	0.140		13	0.120
	135	0.120		14	0.010
	142	0.140		19	0.190
	144	0.410		135	0.280
	145	0.020		136	0.450
	148	0.010		137	0.040
	188	0.010		144	0.010
	190	0.240		145	0.120
	191	0.100		146	0.090
	192	0.720	मीन	301	0.810
	197	0.010		309	0.010
	198	0.380		310	0.220
	199	0.080		311	0.330
	200	0.260		313	0.340
	201	0.160		315	0.390
	202	0.130		316	0.020
	203	0.010		317	0.430
	233	0.040		355	0.360
	234	0.130		356	0.380
	238	0.190		357	0.050
	241	0.030		358	0.360
	242	0.140		362	0.330
	243	0.190		366	0.010
	244	0.180		376	0.010
	245	0.040		377	0.520
	246	0.280		378	0.390
	247	0.200		379	0.010
	248	0.030		380	0.220
	249	0.010		382	0.630
	261	0.010		387	0.120
	262	0.140		389	0.010
	264	0.350		401	0.720
	269	0.050		402	0.070
	270	0.200		404	0.330
	271	0.010		406	0.010
	272	0.450	रत्नायती	7	0.040
	273	0.040		10	0.340
	275	0.200		11	0.340

(1)	(2)	(3)	(1)	(2)	(3)
	12	0.010		99	0.080
	17	0.110		100	0.140
	18	0.230		101	0.100
	20	0.240		102	0.010
	21	0.380		104	0.170
	28	0.170		105	0.020
	29	0.270		109	0.360
	34	0.380		110	0.290
	37	0.070	कोयलखेड़ी	153	0.180
	38	0.610		157	0.230
	39	0.030		158	0.100
	216	0.270		159	0.130
	217	0.470		160	0.160
	218	0.260		161	0.130
	226	0.010		164	0.010
	230	0.080		165	0.280
	231	0.240		171	0.010
	232	0.170		172	0.530
	233	0.020		173	0.020
	234	0.030		174	0.030
	235	0.370		175	0.260
	236	0.240		176	0.140
	237	0.320		177	0.040
	298	0.110		179	0.200
	299	0.670		180	0.060
	302	0.240		181	0.060
	303	0.190		182	0.060
	304	0.240		183	0.060
	305	0.250		184	0.010
	306	0.100		208	0.010
रसायता हेक्टर	312	0.070		210	0.910
	2	0.130		229	0.320
	10	0.030		230	0.250
	11	0.390		231	0.140
	12	0.300		234	0.220
	13	0.020		237	0.180
	14	0.010		238	0.180
	15	0.510		239	0.110
	16	0.080		323	0.400
	17	0.220		348	0.280
	18	0.430		349	0.590
	19	0.410		350	0.190
	46	0.470		354	0.230
	48	0.360			
	49	0.230			
	60	0.010			
	92	0.030			
	93	0.100			
	94	0.250			
	95	0.160			
	96	0.020			
	98	0.030			

[सं. आर - 31015/18/97 - ओआर. II]

के. सी. कटोच, अवर सचिव

Schedule

New Delhi, the 20th February, 1998

S.O. 443. - Whereas by a notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 1893, dated 1-8-97, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), (hereinafter referred to as the said Act), the Central Government declared its intention to acquire the Right of User in the lands specified in the Schedule appended to that notification for the purpose of laying pipeline for transport of petroleum from Vadinar in the State of Gujarat to Bina in State of Madhya Pradesh, by the Bharat Oman Refineries Limited;

And whereas, copies of the said gazette notification were made available to the public on 16 / 08 / 97;

And whereas, the Competent Authority has under sub-section (1) of section 6 of the said Act submitted report to the Central Government;

And, further, whereas, the Central Government has, after considering the said report, decided to acquired the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government, vest on this date of the publication of this declaration in the Bharat Oman Refineries Limited free from all encumbrances.

Tehsil : Ghatiya Dist : Ujjain State : Madhya Pradesh

Name of village	Survey no.	Area Hectare/are
(1)	(2)	(3)
Gudha	316	0.080
	361	0.410
	363	0.310
	368	0.770
	369	0.070
	370	0.140
	373	0.330
	374	0.350
	375	0.010
	376	0.020
	377	0.010
	402	0.020
	403	0.020
	404	0.450
	405	0.280
Rui	2	0.010
	3	0.140
	109	0.030
Khoyriya	60	0.300
	61	0.260
	63	0.010
	65	0.170
	66	0.360
	100	0.150
	101	0.140
	105	0.290
	119	0.150
	135	0.210
	154	0.030
	155	0.190
	157	0.030
	158	0.010
	159	0.040
	161	0.030
	167	0.110
	168	0.310
	169	0.180
	173	0.300
	174	0.020
	175	0.250

(1)	(2)	(3)	(1)	(2)	(3)
Zhokra	176	0.330	Dhuletiya	48	0.650
	177	0.010		49	0.020
	224	0.210		54	0.610
	225	0.010		55	0.420
	228	0.280		58	0.570
	229	0.040		59	0.450
	231	0.150		65	0.360
	238	0.110		120	0.240
	239	0.440		121	0.110
	18	0.450		123	0.220
	21	0.240		125	0.040
	22	0.210		131	0.010
	56	0.010		132	0.100
	86	0.030		135	0.230
	88	0.290		136	0.260
	89	0.070		137	0.120
	106	0.110		138	0.010
	107	0.060		140	0.050
	108	0.310		142	0.010
	117	0.010		143	0.330
	118	0.020		145	0.160
	120	0.010		146	0.430
	206	0.330		147	0.100
	208	0.010		201	0.210
	209	0.070		202	0.230
	210	0.260		203	0.120
	230	0.200		205	0.150
Banskhedi	231	0.480		395	0.060
	232	0.350		396	0.290
	311	0.240		397	0.290
	312	0.290		398	0.020
	315	0.150		401	0.220
	318	0.370		402	0.150
	319	0.600		403	0.030
	320	0.080	Panched	56	0.220
	323	0.010		57	0.120
	363	0.080		61	0.500
	364	0.250		79	0.010
	394	0.180		83	0.140
	396	0.020		84	0.510
	402	0.830		86	0.020
	409	0.010		87	0.450
	410	0.310		97	0.090
	411	0.050		98	0.180
	421	0.370		99	0.200
	422	0.190		103	0.270
	423	0.330		104	0.250
	424	0.350		105	0.010
	425	0.040		107	0.170

(1)	(2)	(3)	(1)	(2)	(3)
	108	0.170		248	0.030
	109	0.270		249	0.010
	188	0.010		261	0.010
	189	0.200		262	0.140
	190	0.010		264	0.350
	191	0.070		269	0.050
	196	0.340		270	0.200
	197	0.130		271	0.010
	240	0.400		272	0.450
Bihariya	2	0.030		273	0.040
	3	0.240		275	0.200
Kaluheda	798	0.150	Bhilkheda	354	0.240
	799	0.460		355	0.100
	800	0.060		357	0.280
	823	0.050		358	0.320
	824	0.870		359	0.020
	825	0.030		405	0.020
	835	0.010		438	0.050
	840	0.430		440	0.540
	841	0.050	Sutarkheda	2	0.440
	842	0.140		3	0.600
	843	0.180		9	0.550
	844	0.010		10	0.100
Kishanpura	132	0.020		11	0.010
	133	0.140		12	0.600
	134	0.140		13	0.120
	135	0.120		14	0.010
	142	0.140		19	0.190
	144	0.410		135	0.280
	145	0.020		136	0.450
	148	0.010		137	0.040
	188	0.010		144	0.010
	190	0.240		145	0.120
	191	0.100		146	0.090
	192	0.720	Meen	301	0.810
	197	0.010		309	0.010
	198	0.380		310	0.220
	199	0.080		311	0.330
	200	0.260		313	0.340
	201	0.160		315	0.390
	202	0.130		316	0.020
	203	0.010		317	0.430
	233	0.040		355	0.360
	234	0.130		356	0.380
	238	0.190		357	0.050
	241	0.030		358	0.360
	242	0.140		362	0.330
	243	0.190		366	0.010
	244	0.180		376	0.010
	245	0.040		377	0.520
	246	0.280		378	0.390
	247	0.200		379	0.010

(1)	(2)	(3)	(1)	(2)	(3)
	380	0.220		60	0.010
	382	0.630		92	0.030
	387	0.120		93	0.100
	389	0.010		94	0.250
	401	0.720		95	0.160
	402	0.070		96	0.020
	404	0.330		98	0.030
	406	0.010		99	0.080
Ralayati	7	0.040		100	0.140
	10	0.340		101	0.100
	11	0.340		102	0.010
	12	0.010		104	0.170
	17	0.110		105	0.020
	18	0.230		109	0.360
	20	0.240		110	0.290
	21	0.380	Koyalkhedi	153	0.180
	28	0.170		157	0.230
	29	0.270		158	0.100
	34	0.380		159	0.130
	37	0.070		160	0.160
	38	0.610		161	0.130
	39	0.030		164	0.010
	216	0.270		165	0.280
	217	0.470		171	0.010
	218	0.260		172	0.530
	226	0.010		173	0.020
	230	0.080		174	0.030
	231	0.240		175	0.260
	232	0.170		176	0.140
	233	0.020		177	0.040
	234	0.030		179	0.200
	235	0.370		180	0.060
	236	0.240		181	0.060
	237	0.320		182	0.060
	298	0.110		183	0.060
	299	0.670		184	0.010
	302	0.240		208	0.010
	303	0.190		210	0.910
	304	0.240		229	0.320
	305	0.250		230	0.250
	306	0.100		231	0.140
	312	0.070		234	0.220
Ralayata Hewat	2	0.130		237	0.180
	10	0.030		238	0.180
	11	0.390		239	0.110
	12	0.300		323	0.400
	13	0.020		348	0.280
	14	0.010		349	0.590
	15	0.510		350	0.190
	16	0.080		354	0.230
	17	0.220			
	18	0.430			
	19	0.410			
	46	0.470			
	48	0.360			
	49	0.230			

[No. R- 31015/18/97 - OR. II]

K. C. Katoch, Under Secy.

अनुसूची

नई दिल्ली, 23 फरवरी, 1998

का. अ. 444. :- केन्द्रीय सरकार ने, पेट्रोलियम और खनिज पाईप-लाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन भारत सरकार के पेट्रोलियम और प्रकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2093, तारीख 18/ 08 /97 द्वारा पेट्रोलियम के परिवहन के लिए पाइप लाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों के अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्रित अधिसूचना की प्रतियाँ हितवन्ध व्यक्तियों को तारीख 31 / 08 / 97 से उपलब्ध करा दी गई थी ;

और उक्त अधिनियम की धारा 6 की उपधारा (1) के अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का, उक्त रिपोर्ट पर विचार करने के पश्चात्, यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित करने का विनिश्चय किया है।

अतः अब उक्त अधिनियम की धारा 6 की उपधारा (1) में प्रदत्त शक्तियों का प्रयोग करते हुए भारत सरकार एतद् द्वारा घोषित करती है कि इस अधिसूचना में संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमियों में उपयोग का अधिकार एतद् द्वारा अर्जित किया जाता है।

यह और कि केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार, केन्द्रीय सरकार में निहित होने की बजाय सभी विल्लंगमों से मुक्त होकर भारत ओमान रीफायनरीज लिमिटेड में निहित होगा।

तहसील : नालखेड़ा	जिला : शाजापुर	राज्य : मध्य प्रदेश
ग्राम का नाम	सर्वे क्रमांक	क्षेत्र हेक्टेयर/आरे
(1)	(2)	(3)
टिकोन	312	0.030
	313	0.210
	314	0.250
	316	0.010
	317	0.020
	318	0.220
	365	0.500
	366	0.330
	367	0.010
	371	0.010
	372	0.300
	373	0.010
	374	0.340
	378	0.210
	1138/1	0.290
	1138/3	0.080
	1138/4	0.460
	1139	0.080
	1145	0.010
	1146	0.190
	1147	0.010
	1151	0.140
	1152	0.050
	1153	0.230

(1)	(2)	(3)	(1)	(2)	(3)
	1154	0.060		1552	0.110
	1157	0.180		1553	0.140
	1159	0.040		1554	0.100
	1177	0.020		1564	0.080
	1178	0.210		1565/1	0.060
	1179	0.060		1565/2	0.060
	1232/2	0.290		1566	0.180
	1234/1	0.140		1567	0.250
	1298/2	0.090		1570/2	0.210
	1298/3	0.010		1571	0.040
	1298/4	0.010		1589	0.340
	1298/5	0.190		1591	0.260
	1298/6	0.170		1631/1	0.320
	1298/7	0.190		1632	0.095
	1298/10	0.460		1635	0.030
	1298/11	0.050		1638/3	0.140
	1299/1	0.170		1638/4	0.100
	1299/2/1	0.020		1638/5	0.180
	1299/2/2	0.160		1638/6	0.140
	1299/3	0.160		1638/7	0.010
	1299/4	0.050		1638/8	0.010
	1441	0.124		1638/11	0.100
	1489/1	0.280		1638/13	0.130
	1489/2	0.330	गुंजारिया	4	0.120
	1490	0.080		7	0.300
	1548/2	0.140		25	0.530
	1549/1	0.010		27	0.190
	1549/2	0.350			
	1551	0.120			

[सं. आर 31015/20/97 - ओआर. II]

के. सी. कटोच, अवर सचिव

Schedule

New Delhi, the 20th February, 1998

S.O. 444. :- Whereas by the notification of the Government of India in the Ministry of Petroleum and Natural Gas No.S.O. 2093 dated 18-08-97, issued under subsection (1) of section 3 of the petroleum and minerals Pipelines (Acquisition of Rights of User in land) Act, 1962 (50 of 1962), (herein after referred to as the said Act), published in the Gazette of India dated 23/08/97 on page no. 3993 to 3994, the Central Government declared its intention to acquire the right of user in the lands specified in Schedule appended to the notification for the purpose of laying pipeline for the transport of petroleum;

And whereas the copies of the said Gazette notification were made available to the public on 31/08/97;

And whereas, the Competent Authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas, the central Government after considering the said report is satisfied that the right of user in the land specified in the Schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of the section 6 of the said Act, the Central Government hereby declares that the rights of user in lands specified in the Schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest free from all encumbrances, in Bharat Oman Refineries Ltd.

Tehsil : Nulkheda Dist. : Shajapur State : Madhya pradesh		
Name of village	Survey no.	Area
		Hectare/arc
(1)	(2)	(3)
Tikon	312	0.030
	313	0.210
	314	0.250
	316	0.010
	317	0.020
	318	0.220
	365	0.500
	366	0.330
	367	0.010
	371	0.010
	372	0.300
	373	0.010
	374	0.340
	378	0.210
	1138/1	0.290
	1138/3	0.080
	1138/4	0.460
	1139	0.080
	1145	0.010
	1146	0.190
	1147	0.010
	1151	0.140
	1152	0.050
	1153	0.230
	1154	0.060

(1)	(2)	(3)	(1)	(2)	(3)
	1157	0.180		1553	0.140
	1159	0.040		1554	0.100
	1177	0.020		1564	0.080
	1178	0.210		1565/1	0.060
	1179	0.060		1565/2	0.060
	1232/2	0.290		1566	0.180
	1234/1	0.140		1567	0.250
	1298/2	0.090		1570/2	0.210
	1298/3	0.010		1571	0.040
	1298/4	0.010		1589	0.340
	1298/5	0.190		1591	0.260
	1298/6	0.170		1631/1	0.320
	1298/7	0.190		1632	0.095
	1298/10	0.460		1635	0.030
	1298/11	0.050		1638/3	0.140
	1299/1	0.170		1638/4	0.100
	1299/2/1	0.020		1638/5	0.180
	1299/2/2	0.160		1638/6	0.140
	1299/3	0.160		1638/7	0.010
	1299/4	0.050		1638/8	0.010
	1441	0.124		1638/11	0.100
	1489/1	0.280		1638/13	0.130
	1489/2	0.330	Gunjaria	4	0.120
	1490	0.080		7	0.300
	1548/2	0.140		25	0.530
	1549/1	0.010		27	0.190
	1549/2	0.350			
	1551	0.120			
	1552	0.110			

[No. R 31015/20/97 OR-II.]

K. C. Katoch, Under Secy.

नई दिल्ली, तारीख 23 फरवरी 1998

का. आ. 445:-- केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन [भूमि में उपयोग के अधिकार का अर्जन] अधिनियम, 1962 [1962 का 50] [जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है] की धारा 3 की उपधारा [1] और [2] के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्यांक का. आ. 2427 तारीख 27-9-97 द्वारा भारत पेट्रोलियम कार्पोरेशन लिमिटेड, माहुल, (मुंबई) की परिष्करण से पेट्रोलियम पदार्थों के परिवहन पानेवाडी (मनमाड) महाराष्ट्र राज्य में करने के लिए भारत पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजनार्थ उक्त अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकारों का अर्जन के अपने आशय की घोषणा की थी;

और उक्त राजतपत्रित अधिसूचना की प्रतियां जनता को तारीख 15-10-97 से उपलब्ध करा दी गयी थी;

और उक्त अधिनियम की धारा 6 की उपधारा [1] अनुसरण में सक्षम प्राधिकारी ने केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार का उस रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है की इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया जाये ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा [1] द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट भूमि में उपयोग का अधिकार अर्जित करने की घोषणा करती है ;

यह और कि, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा [4] द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह व निर्देश देती है की उक्त भूमि में उपयोग के अधिकार केन्द्रीय सरकार में निहित होने की बजाय सभी विलगमो से मुक्त होकर भारत पेट्रोलियम कार्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

जिला : नासिक		राज्य : महाराष्ट्र		
गांव का नाम	गट / सर्वे नंबर			
		हेक्टर.	आर .	घौरस मीटर.
1	2	3	4	5
तहसील : नांदगाव				
नागापूर	39/1A	0	37	00
	51	0	63	90
	52/1A/1D	0	12	90
	52/6A	0	09	00
	52/6B	0	20	10
	39/1B/2	0	10	15
	52/8	0	19	95
	69/2	0	38	70
	66	0	05	45

	1	2	3	4	5
सटाने	85/2	0	39	30	
	58/2B/2	0	01	00	
	57/3	0	25	50	
	57/4	0	15	00	
	45/2/2	0	10	50	
	45/2/3B	0	59	70	
	54/1	0	14	70	
	54/4	0	06	30	
	54/6	0	12	30	
	51/1	0	21	30	
	52/2	0	21	45	
	51/3	0	05	04	
	51/5	0	01	10	
	40	0	37	14	
	66/4	0	11	68	
	67/2	0	22	80	
	67/1	0	15	58	
	85/1	0	16	50	
	87/1	0	20	87	
	88/2A	0	10	50	
	58/2A	0	21	96	
	52/2/2	0	03	90	
	52/2/1	0	17	10	
	70/A	0	14	10	
अनकवाडे	17/3	0	12	30	
	17/1	0	27	60	
	14/2/2	0	20	39	
	14/2/3	0	32	40	
	102/2	0	10	70	
	105/1+2A	0	38	76	
	104/7	0	53	40	
	104/2	0	08	00	
	110/1	0	35	64	
	110/4	0	38	28	
	78/3	0	18	60	
	78/2	0	19	20	
	79/1	0	01	70	
	79/6	0	61	50	
	79/5	0	02	40	
	79/4	0	13	80	
	79/3	0	11	40	
	76/1	0	25	20	
	102/5	0	02	60	
	102/4	0	04	67	
	105/2B	0	37	10	
	104/4B/1	0	11	28	
	110/2	0	17	78	

1	2	3	4	5
	78/4	0	22	10
	75/8	0	24	45
	74	0	77	93
	65	0	25	65
	68	0	17	00

तहसील : येवला

विसापुर	11/3	0	01	29
	141/2	0	16	65
	149/3	0	28	50
	152	0	03	20
	116	0	13	35
	120	0	04	93
	123	0	15	85
	139	0	15	15
	144/1	0	02	40
	146	0	05	40
	153/3	0	20	63

विखरणी	156/1	0	16	80
	177	0	03	00
	178/B/2/2	0	16	00
	173/2	0	20	73
	174	0	19	18
	176	0	17	95
	178/A	0	26	94

कातरणी	256	0	07	00
	427	0	22	50

आङगाव रेपाल	21/A	0	26	00
	21/B/1	0	07	00
	196	0	12	75
	464/1	0	36	72
	480	0	08	40
	496	0	21	00
	497	0	02	00
	20	0	23	96
	192	0	08	65
	253	0	10	21
	463	0	04	12
	479/2	0	09	80
	486/1/1	0	50	00

1	2	3	4	5
	494	0	19	52
नीलखेडा	149	0	05	06
	151/1	0	54	00
	151/2	0	25	00
	181/2	0	34	95
	187	0	03	15
	176/A	0	10	03
	176/B	0	21	68
	181/3	0	67	94
लौकी शिरस	55	0	19	00
	58	0	25	95
	59	0	24	36
	60	0	35	60
	57	0	39	61
	65/B	0	19	61
	84	0	22	49
	92	0	05	33
	103/3	0	21	37
वलदगांव	217/1	0	32	00
	223/4	0	18	00
	224	0	12	00
	225	0	12	00
	226	0	22	00
	227/A	0	04	00
	227/A/1	0	25	00
	235	0	20	42
	236	0	34	00
	194/3/1A	0	08	00

(फाईल सं आर-31015/19/ OR-II)

के . सी . कटोच, अवसर सचिव

New Delhi, the 23rd February 1998.

S.O. 445. Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas No.S.O.2427 dated the 27-09-97 published under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act,1962 (50 of 1962) (hereinafter referred to as the said Act),the Central Government declared its intention to acquire the right of user in the said lands specified in the schedule appended to that notification for the purpose of laying pipeline for the transport of petroleum products from Refinery of Bharat Petroleum Corporation Ltd, Mahul,(Mumbai) to Panewadi (Manmad) in the State of Maharashtra;

And whereas copies of the said Gazette Notification have been made available to the public from 15-10-97;

And whereas the competent authority in pursuance of sub-section (1) of section 6 of the said Act has made his report to the Central Government;

And whereas the Central Government, after considering the said report, is satisfied that the right of user in the lands specified in the schedule appended to this notification should be acquired;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the lands specified in the schedule appended to this notification are hereby acquired;

And further in exercise of the powers conferred by sub-section (4) of the section 6 of the said Act, the Central Government hereby directs that the right of user in the said lands shall instead of vesting in the Central Government, vest, free from all encumbrances, in the Bharat Petroleum Corporation Limited.

SCHEDULE

District : Nasik.		State : Maharashtra.		
Name of Village	Survey/Gat Numbers	Hectors	Ares	Sq.Mts
1		2	3	4
			5	
Tahsil : Nandgaon				
Nagapur	39/1A	0	37	00
	51	0	63	90

1	2	3	4	5
	52/1A/1D	0	12	90
	52/6A	0	09	00
	52/6B	0	20	10
	39/1B/2	0	10	15
	52/8	0	19	95
	69/2	0	38	70
	66	0	05	45
Satane	85/2	0	39	30
	58/2B/2	0	01	00
	57/3	0	25	50
	57/4	0	15	00
	45/2/2	0	10	50
	45/2/3B	0	59	70
	54/1	0	14	70
	54/4	0	06	30
	54/6	0	12	30
	51/1	0	21	30
	52/2	0	21	45
	51/3	0	05	04
	51/5	0	01	10
	40	0	37	14
	66/4	0	11	68
	67/2	0	22	80
	67/1	0	15	58
	85/1	0	16	50
	87/1	0	20	87
	88/2A	0	10	50
	58/2A	0	21	96
	52/2/2	0	03	90
	52/2/1	0	17	10
	70/A	0	14	10
Anakwade	17/3	0	12	30
	17/1	0	27	60
	14/2/2	0	20	39
	14/2/3	0	32	40
	102/2	0	10	70
	105/1+2A	0	38	76
	104/7	0	53	40
	104/2	0	08	00
	110/1	0	35	64
	110/4	0	38	28
	78/3	0	18	60
	78/2	0	19	20
	79/1	0	01	70
	79/6	0	61	50
	79/5	0	02	40
	79/4	0	13	80

1	2	3	4	5
	79/3	0	11	40
	76/1	0	25	20
	102/5	0	02	60
	102/4	0	04	67
	105/2B	0	37	10
	104/4B/1	0	11	28
	110/2	0	17	78
	78/4	0	22	10
	75/8	0	24	45
	74	0	77	93
	65	0	25	65
	68	0	17	00
Tahsil : Yeola				
Visapur	11/3	0	01	29
	141/2	0	16	65
	149/3	0	28	50
	152	0	03	20
	116	0	13	35
	120	0	04	93
	123	0	15	85
	139	0	15	15
	144/1	0	02	40
	146	0	05	40
	153/3	0	20	63
Vikharni	156/1	0	16	80
	177	0	03	00
	178/B/2/2	0	16	00
	173/2	0	20	73
	174	0	19	18
	176	0	17	95
	178/A	0	26	94
Katarni	256	0	07	00
	427	0	22	50
Adgaon Repal	21/A	0	26	00
	21/B/1	0	07	00
	196	0	12	75
	464/1	0	36	72
	480	0	08	40
	496	0	21	00
	497	0	02	00
	20	0	23	96
	192	0	08	65
	253	0	10	21
	463	0	04	12
	479/2	0	09	80

1	2	3	4	5
	486/1/1	0	50	00
	494	0	19	52
Nilkheda	149	0	05	06
	151/1	0	54	00
	151/2	0	25	00
	181/2	0	34	95
	187	0	03	15
	176/A	0	10	03
	176/B	0	21	68
	181/3	0	67	94
Lauki Shiras	55	0	19	00
	58	0	25	95
	59	0	24	36
	60	0	35	60
	57	0	39	61
	65/B	0	19	61
	84	0	22	49
	92	0	05	33
	103/3	0	21	37
Valadgaon	217/1	0	32	00
	223/4	0	18	00
	224	0	12	00
	225	0	12	00
	226	0	22	00
	227/A	0	04	00
	227/A/1	0	25	00
	235	0	20	42
	236	0	34	00
	194/3/1A	0	08	00

(File No.R-31015/19/97- OR-II)

K.C.Katoch, Under Secretary

पेट्रोलियम एवं प्राकृतिक गैस मंत्रालय

श्रम मंत्रालय

नई दिल्ली, 20 फरवरी, 1998

नई दिल्ली, 20 फरवरी, 1998

का.आ. 446.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (जूमि में उपयोग के अधिकारों का अर्जन अधिनियम, 1962 (1962 का 50) की धारा 2 के खंड (क) के अनुसरण में नीचे दी गई सारणी के स्तम्भ 1 में उल्लिखित व्यक्ति को कर्नाटक राज्य में मै. हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड द्वारा पेट्रोलियम उत्पादों के परिवहन के लिए मैंगलोर से बंगलोर तक पाइपलाइन बिछाने के लिए उक्त अधिनियम के अधीन सक्षम प्राधिकारी के कृत्यों का निर्वहन करने के लिए प्राधिकृत करती है, जैसा कि उक्त सारणी के स्तम्भ 3 की तत्स्थानी प्रविष्टि में उल्लिखित है।

सारणी

व्यक्ति का नाम	पता	राज्य क्षेत्राधिकार
1	2	3
श्री आरिफुल्ला शरीफ प्रवर सचिव, कर्नाटक सरकारी राजस्व विभाग बैंगलोर	कर्नाटक सरकार, राजस्व विभाग, बैंगलोर	कर्नाटक राज्य

[फाल्गुन सं. आर-31015/34/97-ओ आर. II]

के. सी. कटोच, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 20th February, 1998

S.O. 446.—In pursuance of Clause (a) of Section 2 of the Petroleum and Mineral Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby authorises the person mentioned in column 1 of Table below, to perform the functions of the Competent Authority under the said Act for the work of laying of cross country pipeline for transportation of petroleum products from Mangalore to Bangalore by M/s. Hindustan Petroleum Corporation Limited in State of Karnataka, as mentioned in the corresponding entry in column 3 of the said Table.

TABLE

Name of Person	Address	Territorial Jurisdiction
1	2	3
Sh. Arifulla Sharief, Under Secretary to Govt. of Karnataka Revenue Department Bangalore.	Revenue Dept., Bangalore. Govt. of Karnataka.	State of Karnataka.

[File No. R-31015/34/97-OR.II]

K.C. KATOCH Under Secy.

का.आ. 447.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल-वेयर हाउसिंग कार्पोरेशन के प्रबन्धतन्त्र के मध्यस्थ नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, राजकोट के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-1-98 को प्राप्त हुआ था।

[सं.प.स-42012/9/93-आर्.आर. (विविध)]

डी. एम. डेविड, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 29th January, 1998

S.O. 447.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Rajkot as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Central Warehousing Corporation and their workman, which was received by the Central Government on 29-1-98.

[No. L-42012/9/93-IR(Misc.)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SHRI H. S. MEHTA, INDUSTRIAL TRIBUNAL
(1), RAJKOT

Reference (ITC) No. 5/94

BETWEEN

The Managing Director,
Central Warehousing Corporation,
4/1, Siri Institutional Area,
Hauz Khas,
New Delhi-110016.

AND

Madala Veeranjanevulu,
Plot No. 12, Ward No. 12/B,
Behind Khanna Market, Gandhidham-370201.
(Present address :—Niramanuru Post,
Vijayawada, Krishna (District),
Andhra Pradesh.

AWARD

The industrial dispute between the aforesaid parties has been referred to this tribunal by the Government of India, vide Order No. L-42012/9/93-IR(Misc.) dated 24-2-94 of the Desk Officer, Ministry of Labour, New Delhi.

The dispute relates to the demand which reads as under :

"Whether the action of the Management of Central Warehousing Corporation, Kandla in terminating the services of Shri Madala Veeranjanevulu, vide order dated 24-7-90 is justified? If not, to what extent the workman is entitled?"

In this case, parties are duly served with notice. They have also filed their respective pleadings. At the time of hearing of this matter before the Tribunal, the concerned workman is not present. Shri D. C. Joshi, learned Advocate for the management gave Ex. 7 stating that the matter is pending for recording the evidence of the workman, but he is not remaining present, hence this reference should be dismissed.

I have considered the submission of Shri Joshi. I have also gone through the record and proceedings of this case. It appears from the record that the matter is pending for

recording evidence of the workman. The workman has been given enough time but he has not remained present before this Tribunal. Under the circumstances, in my opinion, this reference should be dismissed for default of the workman. Hence I pass the following order :

ORDER

This Reference is dismissed for want of prosecution. No order as to cost.

Rajkot, dated, 15-12-97.

II S. MEHTA, Industrial Tribunal (I)

नई दिल्ली, 5 फरवरी, 1998

का. आ. 448.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 33-ए के तहत की धारा 17 के अनुसरण में, केन्द्रीय सरकार कलकत्ता पोर्ट ट्रस्ट के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-2-98 को प्राप्त हुआ था।

[सं. एल-29025/3/98-आई.आर. (विषय)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 5th February, 1998

S.O. 448.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), read with Section 33A, the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Calcutta Port Trust and their workman, which was received by the Central Government on 4-2-98.

[No. L-29025/3/98-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Misc. Application No. 2 of 1995

Under Section 33A of the LD. Act

(Arising out of Reference No. 15 of 1989)

PARTIES :

National Union of Waterfront Workman (I),
23/J, Jay Krishna Paul Road,
Calcutta-700023. Applicant.

Vs.

Calcutta Port Trust,
15, Strand Road,
Calcutta-700001. App. Party.

PRESENT :

Mr. Justice A. K. Chakravarty, Presiding Officer.

APPEARANCES :

On behalf of Applicant—Mr. S. Das, Secretary of the Union and Mr. P. C. Mondal, Executive Committee member of the Union.

On behalf of Opp. Party—Mr. M. K. Das, Industrial Relations Officer with Mr. G. Mukherjee, Senior Labour Officer (IR).

STATE : West Bengal.

INDUSTRY : Port.

AWARD

This is an application at the instance of the Secretary, National Union of Waterfront Workmen(I) bearing an allegation that the management of Calcutta Port Trust have violated the provision of Section 33 of the Industrial Disputes Act, 1947 by changing the duty hours of the Peons and Cycle Peons with effect from 20-11-1995, when the main Reference Case No. 15 of 1989 was pending for disposal before this Tribunal.

2. In the objection to the said application, the management of Calcutta Port Trust alleged that the changes were brought about for improvement of the service conditions of the Peons and Cycle Peons and accordingly there is no question of violation of Section 33 of the said Act.

3. Heard the representatives of both sides.

4. It was submitted on behalf of the Calcutta Port Trust that the main reference has already been disposed of in favour of the Calcutta Port Trust. It is, however, beside the point whether the main reference was disposed of subsequently. The question for consideration is whether the management of Calcutta Port Trust has issued any order changing service condition of the workman to their prejudice during the pendency of the main reference. Under Section 33(1) of the said Act service condition of the workmen connected with the dispute cannot be altered to their prejudice.

5. In the present case, it was submitted by the management that no doubt service condition was changed, but that was for the benefit of the workman. In the then prevailing condition, it was submitted, the Peons and Cycle Peons were to put in 48 hours of duty in a week, which was reduced to 42½ hours in a week as per the impugned circular.

6. No doubt, there was an insignificant change in the duty hours also under the circular in question, but the change must be held to be for the benefit of the Peons and Cycle Peons as it reduced their duty hours considerably.

7. The change in the service condition thus having been brought about by the impugned circular for the benefit of the workmen, there is no question of violation of the provisions of Section 33 of the Industrial Disputes Act, 1947.

8. The application under Section 33A of the Industrial Disputes Act, 1947 accordingly stands rejected.

This is my Award.

Dated, Calcutta,

The 16th January, 1998.

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 29 जनवरी, 1998

का. आ. 449.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सं. एयर इंडिया लिमिटेड के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 2), मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-98 को प्राप्त हुआ था।

[सं. एल-20030/8/95-आईआर(सी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 29th January, 1998

S.O. 449.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government. Industrial

Tribunal (No: 2), Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Air India Limited and their workman, which was received by the Central Government on 28th January, 1998.

[No. L-20030/8/95-IR(C-1)]
SANATAN, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. II, MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer.

Reference No. CGIT-2/41 of 1996

Employers in relation to the Management of
Air India Limited.

AND

Their Workmen.

APPEARANCE :

For the Employer—Mr. Abhay Kulkarni &
Mrs. Pooja Kulkarni, Advocates.

For the Workmen—Mr. U. S. Desai, Advocate.

Mumbai, the 13th January, 1998

AWARD—PART-II

On 29th August, 1997 by Part-I award I came to the conclusion that the domestic inquiry which was held against the workman was as per the principles of Natural Justice, but the findings of the inquiry officer are perverse. In view of the said findings the management was allowed to lead evidence to substantiate its action.

2. The facts giving rise to the dispute can be summarised as follows :

The workman A. L. Mahadevan, Master Technician was on duty on 18th September, 1992. He is an active member of the union. There was an incident refusal to do work at the week end by the engine overhaul department (9D Module section) numbering about twenty staff on the ground that their co-workmen who were suspended should be taken back in service. That dispute was pending before the Assistant Labour Commissioner and was for conciliation on that day.

3. Mahadevan approached K. M. Unni, Assistant Engine Manager with an application to allow him to leave the office one hour earlier to participate in the meeting. But his request was rejected on the ground that there are no reasons mentioned in the application. Thereafter the workman orally requested the superior that he may be allowed to leave the work place one hour earlier by punching time card resulting into loss of one hours salary. He left the place.

4. On 28th September, 1992 the workman was served with a show cause notice for leaving office one hour earlier and his explanation was called for. His explanation was found not satisfactory. The inquiry committee was formed to look into the charges viz. wilful subordination/disobedience to lawful and reasonable orders of the superiors; and breach of law applicable to the establishment. It was the contention of the management that the workman left the place even though permission was not granted.

5. Before the inquiry committee evidence was lead and it was found that the workman was guilty of the charges levelled against him. He was then given an opportunity and later on a punishment of two days suspension of less of pay and allowances was awarded.

6. Now the issues that fall for my consideration and my findings there on are as follows :

Issues	Findings
4. Whether the action of the management of Air India Limited in awarding punishment of two days suspension of less of pay and allowance to the worker is justified ?	Yes.
5. If not, to what relief the workman is entitled to ?	Does not survive.

REASONS

7. The management had examined Murlidharan Unni (Exhibit-17) to justify its action. He affirmed that on 18th September, 1992 at the shop floor workman approached him before 16 hours orally requesting for permission to go one hour early without assigning any specific reasons vaguely mentioning he had some urgent work. His permission was refused. He got annoyed and stated that 'Meherbani Nahin Chahiye' and would leave the place by punching the card. Thereafter Unni stated that even for punching card permission is required to be taken which he did not. Unni affirms that he then asked Mahadevan to give a written application mentioning the specific reasons. Then the written application was rejected by Unni and he asked Mahadevan to keep its copy. But he did not do so.

8. At this juncture I may mention it that in the inquiry proceeding Unni had deposed so also Pillai after considering the evidence of Pillai,

Brahma and Ganguli I came to the conclusion that the findings of the inquiry officer are perverse. Now the position has changed. The Tribunal is sitting as in inquiry officer. The evidence of Unni is before me, which I have discussed above. There is no evidence of Pillai, Brahma and Ganguli but the workman has stepped into the witness box.

9. A. N. Mahadevan (Exhibit-21) in his cross-examination had categorically stated that at the first instance he approached Unni for allowing him to leave the work place earlier. He refused that permission. He further affirmed that Unni asked him to make an application in writing. He gave an application in writing. That application was also rejected. From these submissions it is very clear that he corroborates Unni. It can be further seen that Mahadevan deposed that he did not inform Unni that he will punch the card and go. He accepts the position that for leaving shop premises by punching the card one has to take permission from the concerned officer. He had not taken any such permission.

10. The charge against the workman which is at Exhibit-3/D is as follows :

"It is reported that on 18th September, 1992 you asked for permission to leave work spot one hour earlier without assigning any valid reason therefor. The same was therefore refused by the Assistant Engineering Manager of your area. Despite this refusal you punched your Time-card at 1600 hrs. on 18th September, 1992 and left the work place without valid permission."

11. Mrs. Pooja Kulkarni, the Learned advocate for the management argued that from the testimony of Mahadevan which is corroborated to the testimony of Unni it is very clear the charges which was levelled against the workman is proved. I accept this position. In other words the management had established the charge.

12. Now it is to be seen whether the punishment which was awarded to the workman is disproportionate. It is tried to argue on behalf of the workman that there are two punishments for one misconduct. According to him two punishments means deduction of wages for one hour going early and also two days suspension of less of pay and allowance. It can be seen that the deduction of wages of one hour for leaving the work place is on the basis of 'No work No pay'. It is as per the rules. But the suspension of two days with less of pay and allowance is by way of punishment for flouting the orders of the superiors. The first cannot be said to be a punishment. I am not inclined to accept that the management had awarded two punishments for one misconduct.

13. Now looking to the misconduct committed by the workman it is to be seen whether the punishment is disproportionate. There is no evidence to show that the punishment is disproportionate. I find it to be most moderate. There is no reason to disturb the same. The said punishment meets the ends of justice. In the result I record my findings on the issues accordingly and pass the following order :

ORDER

The action of the management of Air India Ltd., in awarding to Shri A. L. Mahadevan, Master Technician the punishment of two days suspension on loss of pay and allowances is justified.

S. B. PANSE, Presiding Officer

नई दिल्ली, 2 फरवरी, 1998

का.आ. 450.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-98 को प्राप्त हुआ था।

[सं. एन-12011/16/96-आई.आर. (बी.-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 2nd February, 1998

S.O. 450.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Govt. Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 2nd February, 1998.

[No. L-12011/16/96-IR(B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL - CUM - LABOUR COURT, DEOKI PALACE ROAD, PANDU NAGAR, KANPUR

Industrial Dispute No. 102 of 1997

In the matter of dispute between :
The General Secretary,
Uttar Pradesh Bank of Baroda,
Employees Union C/o Bank of Baroda,
90/165, Dua Market,
Iftikharabad Charnda Mandi,
Kanpur.

AND

The Assistant General Manager,
Bank of Baroda,
Gumti No. 5-118/330,
1st Floor Kaushalpur,
Kanpur.

AWARD

1. Central Government Ministry of Labour, New Delhi vide its Notification No. L-12011/16/96/IR (B-II) dated 7th July, 1996 has referred the following dispute for adjudication to this Tribunal:

Whether the action of the management of Bank of Baroda in calculating the wages of Shri Jp. Bajpai Telex Operator for deduction of one day wages on the basis of his gross salary is legal and justified? If not, to what relief the affected workman is entitled?

2. It is unnecessary to give details of the case as after sufficient opportunity the concerned workman has not filed claim statement. Hence the reference is answered against the workman for want of prosecution and proof and he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 फरवरी, 1998

का.आ. 451-औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेंट्रल बैंक ऑफ इंडिया के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-98 को प्राप्त हुआ था।

[सं. एन-12012/66/89-आई.आर. (बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, 10-2nd February, 1998

S.O. 451.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Bank of India and their workman, which was received by the Central Government on 2-2-1998.

[No. L-12012/66/89-IR (B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT PANDU NAGAR, KANPUR

Industrial Dispute No. 207 of 1989

In the matter of dispute :

BETWEEN

Rajendra Singh
C/o V. N. Sekhari
26/104 Birhana Road
Kanpur.

AND

Regional Manager,
Central Bank of India,
Gandhi Nagar, Golghar
Gorakhpur.

APPEARANCES :

Sri B. P. Saxena—for the workman and
Shri B. G. Agrawal—for the Management Bank of
Central Bank of India.

AWARD

1. Central Government, Ministry of Labour, vide its Notification No. L-12012/66/89-D.II (A) dated 22nd August, 1989, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Central Bank of India in dismissing from service Sri Rajendra Singh was justified? If not to what relief is the workman entitled?

2. The concerned workman Rajendra Singh was posted as Head Cashier in the Kudraha Branch of the opposite party Central Bank of India. On 26-2-85, he was served with a chargesheet which runs as under —

- On 1-6-83 while Sri Rajendra Singh was officiating as Branch Manager at Kudraha Branch a customer, Sri S. P. N. Singh gave him Rs. 1,700 for depositing (the same in his account No. 65). But Sri Rajendra Singh neither deposited the money in the bank nor he made any entry in the branch's records in this regard. On the same day, with a view to hoodwink the bank's customer, he made a fake credit entry in his pass book under his initials but he did not give him the prescribed receipt for the amount received by him on behalf of the bank. He is, therefore, charged under clause 19.5(j) of the Bipartite Settlement dated 19-10-66.
- (a) On 1-8-83 Sri Rajendra Singh made a fictitious credit entry of Rs. 1,700 in the ledger folio of M&S Account of Sri S. P. N. Singh with a mala fide intention to get the account holder's cheque withdrawals passed against the said fake entry in the ledger folio.
(b) During the course of balancing of books, the fictitious credit entry of Rs. 1,700 dated 1-8-83, posted and initialled by him, came to lime light. Sri Rajendra Singh deposited Rs. 1,700 on 1-2-83; with an intention to conceal his mala fide acts. He is, therefore, charged under para 19.5(j) of the Bipartite Settlement dated 19-10-66.
- On 19-7-83, Sri Rajendra Singh received Rs. 1,500 from Sri Gajodhar for depositing the said amount in his M&S Account No. 607. He made fake entry in the account holder's pass book under his initials for the said amount without preparing any credit voucher and or making account for the money in the bank's record. Thus he defrauded the bank. He is, therefore, charged under para 19.5(j) of the Bipartite Settlement dated 19-10-66.
- On 2-11-83, Sri Rajendra Singh received Rs. 700 from Sri Ram Ashray for deposit of the said amount in his HSS Account No. 1588. He made the credit entry in the account holder's pass book under his initials without preparing any credit voucher and or making account for the money

in bank's record. Thus he defrauded the bank. He is, therefore, charged under para 19.5(j) of Bipartite Settlement dated 19-10-66.

5. On 22-10-83, he received Rs. 2,000 from Sri Mewa Lal for deposit of the said amount in his HSS Account No. 1327 and he made fake credit entry in his HSS Pass Book under his initials without preparing any credit voucher and or making account for the money in the bank's record and thus defrauded the bank. These acts on his part are prejudicial to the interest of the bank involving the bank in financial loss. He is, therefore, charged under para 19.5(j) of the first Bipartite Settlement dated 19-10-66.

3. The concerned workman submitted his reply. After that one Mr. A. P. Arora Deputy Chief Officer, Zonal Office, Lucknow, was appointed enquiry officer. Thereafter successive enquiry officers were appointed as the earlier one had been transferred. This enquiry was held in part by almost every enquiry officer and last enquiry officer was A. B. Bhattacharya. After recording evidence of parties he submitted his report on 9-6-87. On the basis of this report and after issuing show cause notice the concerned workman was dismissed from service.

4. Feeling aggrieved he has raised the instant industrial dispute.

5. The concerned workman, inter alia, has disputed the fairness and propriety of domestic enquiry wherein their reply the management has maintained that the enquiry was held fairly and properly.

6. On the pleadings of the parties a preliminary issue regarding fairness and propriety of domestic enquiry was framed. This Tribunal vide finding dated 29-4-95 held that enquiry was not fairly and properly held, inasmuch as the finding was not based on cogent evidence and further the delinquent was not given full opportunity to defend himself. In view of this the management was given opportunity to prove the misconduct on merits. Thereafter the management has examined the then branch manager, Tej Pratap Singh, besides the management have relied upon Exts. E-3, E-4 and E-6 for proving charge Nos. 1 and 2, Ext. E-10 and E-12 for proving charge No. 3 Ext. E-14 and E-15 for proving charge No. 4 and Ext. E-18 and E-20 for proving charge No. 5.

In rebuttal the concerned workman Rajendra Singh has examined himself as WW-1.

7. Now it will be seen as to how for charges have been proved. Charges Nos. 1 and 2 will be taken up first.

8. The substance of these two charges are that on 1-6-83 Rajendra Singh the concerned workman had obtained Rs. 1700 from S. P. N. Singh for depositing the same in his account No. 65. He made fake entry in the pass book of S. P. N. Singh and he did not give any receipt. Thereafter he made fictitious credit entry of Rs. 1,700 in the ledger folio of S. P. N. Singh. Further he had deposited Rs. 1,700 on 1-9-83, when this fraud came to light. In my opinion, these charges are proved from the very fact that the concerned workman had deposited Rs. 1,700 on 1-9-83. This fact has also been admitted by Rajendra Singh before this Tribunal. When it was enquired from the authorised representative of the delinquent he could not give any satisfactory explanation. Instead the delinquent Rajendra Singh WW-1 has stated that S. P. N. Singh the account holder had given this amount to him to deposit the same in his account and thereafter he had deposited it. I am not inclined to accept this explanation. Thus the hard fact remains that the concerned workman had deposited Rs. 1,700 of his own on 1-9-83. Obviously unless and until he had not taken Rs. 1,700 from S. P. N. Singh he would not have undertaken this exercise. Because of this factor charges Nos. 1 and 2(a) are proved.

9. As regards charge No. 2(b), I think it is not a misconduct at all. If one rectifies the wrong committed by him in the past it would not amount to misconduct.

10. As regards charge Nos. 3 to 5 are concerned, the gist of these charges are that on 19-7-83, concerned work-

man had received Rs. 1,500 from Gajodhar and had made entry in his pass book on 2-11-83; he had received Rs. 700 from Ram Asrey and had made entry in his pass book. On 22-10-83 he had received Rs. 2,000 from Mewa Lal and had made entries in his pass book. In all these three cases he had misappropriated the money. This fact has been sought to be proved by the branch manager Tej Pratap Singh MW-1. On the other hand Rajendra Singh WW-1 has stated that this branch comprises of three staff i.e. Branch Manager, Head Cashier, and peon. Some times he alongwith peon were sent at the main Branch Basti for official purposes and in that course the Branch Manager used to accept money and on his return the concerned workman used to make entry at the instance of the Branch Manager. As regards making of entry in the account of Gajodhar, Ram Asrey and Mewa Lal he had not disputed that he did make entries in these pass books. However, his explanation is that on his return he had made entries and money was actually collected by the Branch Manager. This practice has not been rebutted by the management and further this witness has not been cross-examined on this point. Further when specific attention of the concerned workman was drawn he stated that unless and until he could see the receipt he could not specifically say as to whether these three amounts were handed over to him. I think in this back ground Gajodhar, Ram Asrey and Mewa Lal ought to have been examined to prove the fact that they had handed over the money to the concerned workman. In this back ground I am inclined to believe the version of the concerned workman and hold that in all the three transaction the concerned workman had not received money and had made entries in the pass book at the behest of the branch manager. Thus the charge of a misappropriation is not proved against the concerned workman. Thus all the three charges ranging from charge Nos. 3 to 5 are not proved. Any how charge Nos. 1 and 2(a) stands proved. I think because of the fact that he had deposited the money of his own before the chargesheet was issued harsh punishment of dismissal from service ought not to have been imposed. Instead reinstatement with half wages will be commensurate to the misconduct.

11. Accordingly, my award is that dismissal of the concerned workman is bad and he will be entitled for reinstatement in service with half back wages.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 फरवरी, 1998

का. आ. 452.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एवं सिन्ध बैंक के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निश्चित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-98 को प्राप्त हुआ था।

[सं. एल-12012/131/95-आई.आर. (बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 2nd February, 1998

S.O. 452.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Punjab and Sind Bank and their workman, which was received by the Central Government on 2-2-1998.

[No. L-12012/131/95-IR (B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DEOKI PALACE ROAD PANDU NAGAR KANPUR

Industrial Dispute No. 73 of 1996

In the matter of dispute

BETWEEN

General Secretary
Punjab and Sind Bank Staff Association
U.P.A.K. Road
Dehradun.

AND

Zonal Manager
Punjab and Sind Bank
Zonal Office
23/2 Rajpur Road
Dehradun.

APPEARANCES :

Shri B. P. Saxena—for the workman.
Shri B. G. Agarwal—for the management.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide its Notification No. L-12012/131/95-I.R. (B-II) dated 30-7-96 has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Punjab and Sind Bank Dehradun in stopping the payment of Special Allowance of Rs. 248 per month in respect of Shri Jaswant Singh, Clerk-cum-Cashier and recovering the payment already made from him salary is legal and justified ? If not, to what relief is the said workman entitled ?

2. It is unnecessary to give the details of the case as on 4-12-97 Au. Rep. of the workman has stated that he has no instruction. Hence the reference is answered against the workman for want of prosecution and proof and he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 फरवरी, 1998

का.ग्रा. 453—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब एंड सिन्ध बैंक के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-98 को प्राप्त हुआ था।

[सं. एल-12012/132/95-आई.ग्रा. (बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 2nd February, 1998

S.O. 453.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Punjab and Sind Bank and their workman, which was received by the Central Government on 2-2-1998.

[No. I-12012/132/95-IR (B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DEOKI PALACE ROAD

PANDU NAGAR KANPUR

Industrial Dispute No. 74 of 1996

In the matter of dispute :

BETWEEN

General Secretary
Punjab and Sind Bank Staff Association
U.P., A.K. Road
Dehradun.

AND

Regional Manager
Punjab and Sind Bank
Zonal Office
23/2 Rajpur Road
Dehradun.

APPEARANCES :

Shri B. P. Saxena—for the workman.
Shri B. G. Agarwal—for the management.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide its Notification No. L-12012/132/95-I.R. (B-II) dated 30-7-96 has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Punjab and Sind Bank, Dehradun in stopping the payment of Special Allowance of Rs. 189 per month in respect of Shri R. C. Jain, Clerk-cum-Cashier and recovering the payments already made from his salary is legal and justified ? If not, to what relief is the said workman entitled ?

2. It is unnecessary to give the details of the case as on 4-12-97 Au. Rep. of the workman has stated that he has no instruction. Hence the reference is answered against the workman for want of prosecution and proof and he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 फरवरी, 1998

का.ग्रा. 454—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-98 को प्राप्त हुआ था।

[सं. एल-17012/16/96-आई.ग्रा.बी.-II]

सनातन, डेस्क अधिकारी

New Delhi, the 2nd February, 1998

S.O. 454.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to

the management of LIC of India and their workman which was received by the Central Government on 2-2-1998.

[No. L-17012/16/96-IR (B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT DEOKI PALACE ROAD PANDU NAGAR KANPUR

Industrial Dispute No. 105 of 1997

In the matter of dispute :

BETWEEN

Shri Kamal Kishore
S/o Ram Lakhan
C/o K. K. Mishra
M.E. 299, Baria, Part-II
Kanpur.

AND

Senior Zonal Manager
Life Insurance Corporation
of India Ltd.
16/98 Mahatma Gandhi Marg
Kanpur.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide its Notification No. L-17012/16/96-IR (B-II) dated 7-7-95 has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of LIC of India represented through Regional Manager, Kanpur in dismissing the services of Shri Ram Lakhan, Peon w.e.f. 11-10-95 is legal and justified ? If not, to what relief the said workman is entitled ?

2. It is unnecessary to give the details of the case as after sufficient opportunity the concerned workman has not filed claim statement. Hence the reference is answered against the concerned workman for want of prosecution and proof and he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 5 फरवरी, 1998

का.आ.455—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 37 के अनुसरण में, केन्द्रीय सरकार मेंट्रल बैंक ऑफ इंडिया के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-98 को प्राप्त हुआ था।

[सं. एल-12012/315/95-आई.आर. (बी-II)]

सनातन, डेस्क अधिकारी

New Delhi, the 5th February, 1998

S.O. 455.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Bank of India and their work-

man, which was received by the Central Government on 5-2-1998.

[No. L-12012/315/95-IR (B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 26 of 1997

In the matter of dispute :

BETWEEN

Uma Shankar C/o Sharda Prasad
r/o Kasba Raja Bazar, Central Bank of India
Ke Pichhe Purani Basti District Basti.

AND

Regional Manager
Central Bank of India
Regional Office
Sukhdeo Niwas
Golghar Gorakhpur.

APPEARANCES

V. K. Gupta—for the management and
S. N. Tiwari—for the workman.

AWARD

1. Central Government, Ministry of Labour, vide its Notification No. L-12012/315/95-IR (B-II) dated 31-12-96, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Central Bank of India, Basti, U.P. in terminating the services of Sri Uma Shankar, peon extension counter APN Degree College Gandhi Nagar Basti is legal and justified ? If not, to what relief the workman is entitled ?

2. The case of the concerned workman is that he was engaged as peon at extension counter APN Degree College Gandhi Nagar, Basti on 1-6-90 and he continuously worked upto 26-6-84. His services were illegally terminated on 30-6-84 by oral order. During this period he had completed more than 240 days in a year. Further juniors to him Kalicharan was retained in service. His services were terminated in breach of provisions of Sections 25-F and 25-G of Industrial Disputes Act, 1947. It is further alleged that after his termination a settlement had taken place on 24-12-90 by which employees who had worked for more than 90 days from 1-1-82 were to be taken back in service. Hence, he too is entitled for service on this basis.

3. The opposite party has filed reply in which it is alleged that the claim is highly belated being 12 years old. The concerned workman was not engaged as peon. Instead he used to be engaged from time to time as water boy on daily basis. Nothing has been said about the number of days of working as the matter has become quite old.

4. In the rejoinder nothing new was alleged.

5. In support of his case, the concerned workman Uma Shankar has examined himself as WW-1 besides he had filed Ext. W-1 to W-69 papers containing representations made by him and also the copies of proceedings which took place before R.I.C(C) before reference.

6. In rebuttal the management has examined the then branch manager Purshottam Narain Srivastava, MW-1 besides management has filed attendance register Ext. M-1.

7. In the first place it will be seen if the concerned workman was engaged as water boy or as a peon. The manager Purshottam Narain Srivastava MW-1 has stated that the concerned workman used to be engaged as water boy as and when necessity arose on daily basis. The concerned workman has stated that he was engaged as a peon. It is in

evidence that there were already peons working there. In view of this fact, I am not inclined to accept that the concerned workman would have been engaged as a peon. In stead my finding is that he used to be engaged of and on as water boy on daily basis.

8. When the concerned workman was on a daily rated casual worker question of applicability of Section 25-F or 25-H of I. D. Act does not arise. Further Purshottam Narain Srivastava, MW-1 has stated that the concerned workman did not work in the year 1981 at all whereas the concerned workman has stated that he had worked upto June 1984. I am not inclined to believe the version of the concerned workman as it is not supported by any of the vouchers etc. In fact he had not completed 240 days in a year before the date of his alleged termination. As my finding is that he had not worked in the year 1984 at all, hence question of breach of provision of Section 25-F of I. D. Act also does not arise.

9. In any case, the concerned workman would not have been entitled for any relief as the claim is highly belated being 12 years old.

10. Lastly the concerned workman has sought relief on the ground of settlement of the year 1990. This plea cannot be entertained on the ground as it is beyond reference.

11. In the end my award is that the termination of the concerned workman is not bad and he is not entitled for any relief.

B. K. SRIVASTAVA Presiding Officer

नई दिल्ली, 6 फरवरी, 1998

का.आ. 456.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार न्यू इंडिया एश्योरेस कं. लि. के प्रबन्धतन्त्र के संबंध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-98 को प्राप्त हुआ था।

[सं. एन-17012/33/86-आई.आर.बी-II/डी-IVA]

सनातन, डेस्क अधिकारी

New Delhi, the 6th February, 1998

S.O. 456.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of New India Assurance Co. Ltd., and their workman, which was received by the Central Government on 5-2-1998.

[No. L-17012/33/86-IR (B-II)/DIVA]
SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT PANDU NAGAR DEOKI PALACE ROAD, KANPUR

Industrial Dispute No. 111 of 1987

In the matter of dispute :

BETWEEN

Sri Vipin Behari Lal Srivastava
son of Sri Mahabir Prasad Srivastava

432 GI/98—14

resident of House No. 51 Talab Nawal Rai
New Bairhana
Allahabad.

AND

The Senior Divisional Manager
New India Assurance Company Limited
Auto Sales Building
P. D. Tandon Road Allahabad.

APPEARANCES :

Sardar Amreek Singh for the Management.
Dhananjaya Prasad—for the Workman.

AWARD

1. Central Government, Ministry of Labour vide its Notification No. L-17012/33/86-IV (A) dated 19th August, 1987, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of New India Assurance Company Limited in removing Sri Vipin Behari Lal Srivastava, typist, Allahabad from service w.e.f. 15-6-85, is legal and justified? If not, to what relief the concerned workman is entitled?

2. The concerned workman Vipin Behari Lal Srivastava, was admittedly working as permanent typist with the opposite party New India Assurance Company Limited at Allahabad Branch. A Chargesheet dated 5-6-84 was issued to him regarding his unauthorised absence from duty from 25-9-82 to 5-6-84. One R. A. James an officer of the company was appointed Enquiry Officer. After completing enquiry he submitted his report on 12-3-85 holding that the charges were proved. On the basis of this report the concerned workman was removed from service by order dated 15-6-85.

3. Feeling aggrieved the concerned workman has raised the instant industrial dispute. In the claim statement inter alia, it has been alleged that enquiry was not fairly and properly held inasmuch as he was not afforded any opportunity to cross-examine the witnesses and adduce evidence. It was further contended that in any case the misconduct has been condoned.

4. In the written statement the opposite party has alleged that the enquiry was fairly and properly held. Accordingly my learned predecessor framed a preliminary issue on 5-10-88, regarding fairness and propriety of domestic enquiry. During the course of disposal of this preliminary issue the concerned workman moved an application on 19-2-91 for deciding the case on merits as well. This application was rejected by my learned predecessor hence the concerned workman filed civil misc. writ petition No. 10117 of 1991, before the Hon'ble High Court of Judicature at Allahabad and proceedings in the present case were stayed. Ultimately by judgment and order dated 23-4-97, this writ petition was dismissed and now this Tribunal is to decide the aforesaid preliminary issue regarding fairness and propriety of preliminary issue.

5. Before examining the evidence of parties relating to misconduct for absence without leave, it will be relevant to consider if the charges itself has been condoned. Ext. W-92 is a letter dated 3-8-84, which runs as under—

THE NEW INDIA ASSURANCE COMPANY LIMITED

(A subsidiary of the General Insurance)
Corporation of India
Allahabad D.O.

1st Floor Auto Sales Building Purshottam Dass Tandon
Road Allahabad.

Registered

3rd August, 1984

Mr. V. B. L. Srivastava,
SR No. 6074
51, Talab Nawal Rai,
New Bairhana
Allahabad.

Dear Sir,

Dear Sir,

With reference to your letter of 31st ultimo. You are aware that no leave is due and we cannot grant you any further leave even without pay. You are, therefore, required to join your duty immediately, failing which we shall presume that you are no more interested in the job and we shall also presume that you have abandoned the job.

Thanking you

Your's faithfully

Sd/-

SR. DIVISIONAL MANAGER

In my opinion, by calling upon the concerned workman to join the duty at once failing which it will be deemed that he had abandoned the job, clearly goes to show that the management had made up their mind to allow the concerned workman to join the duty. In this way the alleged act of absence from duty unauthorisedly stood condoned. Hence, I uphold the contention of the authorised representative of the concerned workman and hold that the alleged act of misconduct of absence from duty stood condoned by issuing the aforesaid letter. In this way no enquiry should have been conducted in this matter. Thus on this ground alone the removal of the concerned workman from the service is bad.

6. On merits, the management has examined Anwarul Hasan MW-1, retired Manager, New India Assurance Company Ltd., who has stated that he had remained posted in the Allahabad Branch of the opposite party from July 1979 and the concerned workman had worked under him. The concerned workman had remained absent from duty from 25-9-82 to 15-6-84, without leave. However, some times he used to get informations from the concerned workman about his illness. The concerned workman was asked to furnish certificate from the Chief Medical Officer which was not produced. Once he had gone alongwith Dy. C.M.O. to the house of the concerned workman on 20-7-83, but the concerned workman was found absent. In his cross examination he has admitted that R. N. Barnwal was record clerk who had received some applications from the concerned workman for leave. Some leave application were also received in the branch office.

7. In rebuttal V. B. L. Srivastava, the concerned workman has examined himself as WW-1, and has stated that actually he was suffering from Tuberculosis between 25-9-82 to 9-6-84 for which he had regularly applied for leave. The leave applications are Ext. W-1, W-7, W-11, W-18, W-20, W-22, W-27, W-36, W-37, W-39, W-41, W-46, W-51, W-56, W-58, W-60, W-62, W-64, W-66, W-68, W-71, W-72, W-74, W-76, W-78, W-80 and W-82. He has further stated that he had given applications Ext. W-8, W-16 and W-37 to Chief Medical Officer for medical examination who in turn had asked for reference from the office. He had written a letter to the office to write Chief Medical Officer for medical examination of the concerned workman. He has further stated that some of the leave applications were handed over to R. N. Barnwal, Record Clerk. He had also stated that when Dy. Chief Medical Officer went to examine him he had gone to the dispensary of his doctor for his checkup. Thus from evidence of both the parties it becomes clear that the concerned workman had regularly applied for leave on ground of illness some of which were received by R. N. Barnwal. Management witness Anwarul Hassan has not stated as to what happened to such leave applications. If no action was taken on such leave applications, it will be deemed that the management did not challenge the correctness of the fact. Further there will be implied sanction of the leave.

8. As regard the incident of non availability of the concerned workman at his residence at the time of visit of Dy. Chief Medical Officer I think it has been satisfactorily explained by the concerned workman by stating that at that time he had gone to his personal physician. Further the explanation of the concerned workman that he could not produce the certificate from Chief Medical Officer as no reference was made to him is also convincing.

9. Thus on the whole I come to the conclusion that the concerned workman was actually ill during the period 25-9-82 to 5-6-84 and he was suffering from tuberculosis. I further find that he had applied for medical leave. If the manage-

ment did not pass any orders on his leave applications, the concerned workman cannot be held responsible for this.

10. Thus my final finding is that the concerned workman did not remain absent unauthorisedly from duty, hence this charge is not proved as well.

11. Accordingly in view of above discussion, as the charge has been condoned and further as the charge has not been proved, my award is that the action of the management in awarding punishment of removal is bad in law and he will be entitled for reinstatement with full back wages and all consequential benefits including continuity of service.

12. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 12 फरवरी, 1998

का.आ. 457—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-2-98 को प्राप्त हुआ था।

[सं. एन-12011/19/93-आई आर (बी-II)]

सानातन, डेस्क अधिकारी

New Delhi, the 12th February, 1998

S.O. 457.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Punjab National Bank and their workman, which was received by the Central Government on 10-2-98.

[No. L-12011/19/93-IR(B-II)]

SANATAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA

Reference No. 41 of 1993

Parties :

Employers in relation to the management of PUNJAB
NATIONAL BANK

AND

Their workmen

PRESENT :

Mr. Justice A. K. Chakravarty, Presiding Officer.

APPEARANCES :

On behalf of Management : Mr. I. Roy, Assistant
Manager (Personnel).

On behalf of Workmen : Mr. S. Chatterjee, Mr. A.
Mitra and Mr. A. Dey.

STATE : West Bengal

INDUSTRY : Banking

AWARD

By Order No. L-12011/19/93 IR(B-II) dated 26-10-1993 the Central Government in exercise of its powers under section 10(1)(d) and (2A) of the Industrial Disputes Act,

1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of P.N.B. by not allowing the tellers as head cashier category 'C' in the Branch of Siliguri and Burdwan is justified. If not, to what relief the workmen entitled to ?"

2. Punjab National Bank Shramik Union has raised this dispute on behalf of those employees who are known as Tellers. Their case is that leaving aside other categories of workers, Head Cashier Category 'C' gets Rs. 316/- as special allowance and Head Cashier Category 'A' and Teller each gets Rs. 189/- per month. Any vacancy in Head Cashier Category 'C' is to be filled up from amongst the Head Cashier Category 'A' on townwise seniority basis. The grievances of the union in this matter is that though Clerk-cum-Cashiers are eligible for selection as Tellers and Head Cashier Category 'A' on townwise seniority basis, still then, the latter category of employees are given opportunity for appointment to the post of Head Cashier Category 'C' denying any chance to the Teller even though he is appointed from the Clerk-cum-Cashier category and seniormost amongst such Clerks. On 17-11-1990 and 5-11-1990 two vacancies of Head Cashier Category 'C' occurred at the office of the Bank at Hill Cart Road, Siliguri and Burdwan respectively. One Ashis Ranjan Banerjee and Dilip K. Bose were directed to officiate in the said vacancies of Head Cashier Category 'C'. At Siliguri and Burdwan there is no employee in the clerical cadre with designation as Head Cashier Category 'A'. The Branch Manager of both the offices recommended their names for filling up the vacancies of Head Cashier Category 'C' in their respective towns. Both of them were working as Tellers in their respective towns but they were basically Clerk-cum-Cashiers. The Regional Office of the Bank refused the proposal of filling up those vacancies by the above two employees and started taking steps for appointment of two Clerk-cum-Cashiers who are juniors to Ashis Ranjan Banerjee and Dilip Kumar Bose.

The union raised objection which being rejected, the present industrial dispute was raised before the Assistant Labour Commissioner (Central), Calcutta and that having failed to effect any amicable settlement between the parties, the matter was referred to the Central Government, which draw up the present reference for adjudication by this Tribunal. The union has accordingly prayed for declaration that the Tellers, who are basically Clerk-cum-Cashiers, be offered the post of Head Cashier Category 'C' in case of non-availability of Category 'A' Head Cashier in a town and Ashis Ranjan Banerjee and Dilip Kumar Bose be selected as Head Cashier Category 'C' at Hill Cart Road, Siliguri and Burdwan offices of the Bank respectively with notional seniority.

3. The Bank's management, in its written statement, has alleged that it entered into a conciliation settlement on 30-9-1982 with the representatives of its majority trade union A.I.P.N.B. Employees Federation which governs the policy and procedures concerning selection of Head Cashier Category 'C' wherein it was decided that the selection of Head Cashier Category 'C' shall be made on the basis of seniority of the Head Cashiers and Clerk-cum-Cashiers in-charge of Category 'A' with town as a unit and accordingly there cannot be any question of the eligibility of any Teller to be designated as Head Cashier 'C'. The Bank also has alleged that the management has to follow strictly the settled procedure arrived by the settlement and no exception can be allowed under any circumstances and also that the union should have approached appropriate forum in terms of Clause 15 of the settlement dated 30-9-1982 for removing any doubt or difficulty in the matter. The management has accordingly prayed for dismissal of the claim of the union.

4. Both sides have filed certain documents and one witness was examined on behalf of the management, while the union examined two witnesses. MW-1, Ashis Kumar Samanta, Branch Manager of Punjab National Bank at Chandannagar stated in his evidence that since they are governed by the settlement arrived at between the management and P.N.B. Employees' Federation dated 30-9-1982 and since the post of Teller is not open for selection to Head Cashier Category 'C' that the management was justified in not making any selection to Head Cashier Category 'C' from Tellers.

5. Of the witnesses examined by the union, WW-1 is Dilip Kumar Bose who joined as Teller in Burdwan Branch of the Bank in 1991 and since the post of Head Cashier Category 'C' was lying vacant since 1992 and nobody was permanently posted in that post that he had been officiating in the said post. He also stated that he is neither a Head Cashier nor a Clerk-cum-Cashier in-charge of Category 'A'. He claimed that he being the seniormost of the Clerk-cum-Cashiers and he having been working there on officiating basis since 1992 that he should be selected to the post of Head Cashier Category 'C'. He also stated that Teller do not form a separate cadre of employees and the seniormost among the Clerk-cum-Cashiers can be appointed as Teller. WW-1, Ashis Ranjan Banerjee stated in his evidence that seniormost Clerk-cum-Cashier do the job of Head Cashier Category 'C'.

6. Heard the representatives of both sides.

7. The only point for consideration in this reference being whether the Tellers are eligible for selection to Head Cashier Category 'C', the procedure to be followed in such selection is to be gone into. The representative of the management first drew my attention to circular dated 26 March, 1981 wherefrom it will appear that the question of selection of Head Cashier Category 'C' was considered by the Bank's management with the representatives of the employees' federation and it is stated in the ultimate paragraph of the said circular that "The matter was discussed in the Industrial Relations Machinery meeting held with the representatives of All India PNB Employees' Federation on 10 and 11th February, 1981 and it has been agreed that the posting of Head Cashier Category 'C' shall be made on the basis of the townwise seniority of the Head Cashier Category 'A' only, excluding Tellers." It appears from Clause 13(b) of the tripartite settlement arrived at on 30-9-1982 between the parties that the selection to the post of Head Cashier Category 'C' was restricted only to the seniormost of the Head Cashiers and Clerk-cum-Cashiers in-charge of Category 'A' with town as a unit. That being the position, there is substantial force in the submissions of the representative of the management that the Tellers cannot come within the zone of consideration for appointment to the post of Head Cashier Category 'C'.

8. The representative of the union, however, tried to wriggle out of the uncomfortable position created by the settlement, by submitting that the union is not bound by the terms of any settlement which was entered into without taking into consideration of the points required to be considered in the matter. I am not in a position to agree with this submission of the union. Under the provisions of section 18(3) of the Industrial Disputes Act, 1947 the terms of such agreement are binding upon the parties. Clause 14 of the settlement shows that it shall come into operation with effect from 1-9-1982 and shall be binding on the parties. Clause 15 of the settlement lays down that in case of any difficulty regarding interpretation of any clause of the settlement, the matter shall be taken up at the highest level of the parties by discussion and settlement. That being the position, the terms of the settlement will be binding upon the parties.

9. It was next contended on behalf of the union that there being no specific provision disentitling the Tellers from selection to the post of Head Cashier Category 'C', Clause 13(b) of the settlement should be construed liberally and should not be considered as a bar for such appointment. This contention is also liable to be rejected in view of the position of law in the matter. It is settled law that if any particular act is directed to be performed in a particular manner by the statute or by anything having the force of statute, that must be done in the prescribed particular manner and in no other manner. In the instant case, the Teller being purposely kept out of consideration for selection to the post of Head Cashier Category 'C' that the question of interpreting Clause 13(b) in a liberal manner so as to make the post available to the Teller does not arise.

10. That the Teller was purposely excluded from the zone of consideration will at once be apparent that in 1982 settlement, referred to above, the Tellers were made ineligible for selection to the said post.

11. The representative of the union further submitted that there is no rationale behind exclusion of Tellers for selec-

tion to the post of Head Cashier Category 'C'. He submitted that though Head Cashier Category 'A' and Teller are entitled to special allowance of the same amount, still then, the chance of getting enhanced special allowance as Head Cashier Category 'C' was kept open for them, depriving the Tellers of the same advantage. He further submitted that the Teller being appointed from various categories of employees including Clerk-cum-Cashiers and Clerk-cum-Cashiers being eligible for selection to Head Cashier Category 'A', there cannot be any reason for debarring selection of these categories of Tellers who obtained the post of Teller from Clerk-cum-Cashiers. It is true that a particular category of Tellers might have the qualification for appointment as Head Cashier Category 'A' but if any of the employees willingly opts for selection to a particular post, namely, Teller in this case, knowing full well that by exercising such choice he will be prevented from getting his selection to the post of Head Cashier Category 'C', he cannot complain subsequently that since he has the requisite qualification for appointment as Head Cashier Category 'A', he would get the chance for selection to Head Cashier Category 'C'.

12. I have thus considered all the points raised before me in this case. Since the parties to any bipartite or tripartite settlement is bound under law to the terms of the said settlement, no wrong was committed by the management of Punjab National Bank by ignoring the Tellers of the Bank, who by some fortuitous circumstances also became the seniormost of the Clerk-cum-Cashiers and preferring some persons junior to them to act as Head Cashier Category 'C'. The Tellers having given up, relinquished and waived their claim for selection to Head Cashier Category 'C' by accepting the appointment as Teller, they cannot have any right to claim the said post as the terms of the settlement, mentioned above, clearly indicate.

13. There being thus no merit in the union's case, the schedule under reference must be answered in the affirmative. The workmen accordingly shall not be entitled to any relief in this case.

This is my Award.

A. K. CHAKRAVARTY, Presiding Officer

Dated, Calcutta,

The 3rd February, 1998.

नई दिल्ली, 12 फरवरी, 1998

का.आ. 458.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब एवं सिन्ध बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 10-2-98 को प्राप्त हुआ था ।

[सं. एल-12012/167/80-आई आर (बी-II)]
सनातन, डेस्क अधिकारी

New Delhi, the 12th February, 1998

S.O. 458.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of Punjab and Sind Bank and their workman, which was received by the Central Government on 10-2-1998.

[No. L-12012/167/80-IR (B-II)]
SANATAN, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 44 of 1981

PARTIES :

Employers in relation to the management of Punjab and Sind Bank

AND

Their Workmen.

PRESENT :

Mr. Justice A. K. Chakravarty, Presiding Officer.

APPEARANCE :

On behalf of Management—Mr. B. K. Mukherjee, Advocate with Mrs. S. Banerjee, Advocate.

On behalf of Workmen—Mr. A. Banerjee, President of the Union.

STATE : West Bengal

INDUSTRY : Banking

AWARD

By Order No. L-12012/167/80-D.II (A) dated 13 November, 1981 the Central Government in exercise of its powers under Section 10(1)(d) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the management of the Punjab and Sind Bank in relation to its Branch at 8, Old Court House Street, Calcutta was responsible for creation circumstances compelling Shri N. K. Monga, Clerk-cum-Cashier to resign from Bank's services on the 25th February, 1977 ? If so, to what relief is the workman concerned entitled ?"

2. The Union's case is that the concerned workman Shri N. K. Monga was appointed as Clerk-cum-Cashier of the Punjab and Sind Bank on 16-7-1973 and was posted at its Branch at 8, Old Court House Street, Calcutta. That branch of the Bank was opened on 23-11-1972 and on 19th August, 1974 the employees formed a union for themselves. From the very beginning of the formation of the union, Shri Monga was an active member of the union and a member of its executive committee. Since the inception of the union, the management adopted vindictive attitude against the workmen, who took the initiative to form the same and a systematic attack on such workers followed, which includes threat and intimidation. The management, having failed to infuse terror to the minds of such workmen, adopted new tactics of transferring the active workers to other places on one plea or other with a view to stop the functioning of the union. In terms of the aforesaid policy, the concerned workman was served with a letter by the management on 23-12-1976 wherein he was transferred to Siliguri Branch of the Bank, after relieving him from his duties at the Calcutta Branch. Shri Monga first represented verbally for cancellation of his transfer order and thereafter submitted written representation alleging acute family difficulties in carrying out the order of transfer. Shri Monga was appointed as a Trainee on 19-12-1972 wherein he was asked to undertake training at Kashmere Gate Branch of the Bank at Delhi but on his request to hold the training in Calcutta because of his difficult family circumstances that he was allowed to have his training in Calcutta. But this difficulty was not taken into consideration while issuing his transfer order to Siliguri. The workman has alleged that his transfer order to Siliguri was a part of a well-led conspiracy which started from before. An attempt was made before for involving Shri Monga by manipulation of cash in hand. He, having foreknowledge of such conspiracy, informed the management and prayed for protection, but no protection was given to him. The union has further alleged that the real intention of the management was to transfer Shri Monga from Calcutta, not because his transfer was needed due to any exigency of the Bank's service, but solely with the objective of victimising him. The concerned workman having resigned from service on account of his transfer to Siliguri, which the union challenged as a vindictive one. It is also alleged

that the management issued the order of transfer intentionally at the carefully chosen period of national emergency when the workers were at severe constraints to carry out their organised trade union activities.

The union, thereafter, raised an industrial dispute in the matter and during the pendency of conciliation proceeding Shri Monga preferred an appeal to the Chairman of the Bank on 6-7-1977 for reconsideration of his case but the appeal was turned down on the ground that he had already submitted his resignation which was accepted by the management by a letter dated 2-7-1977 signed by the Manager (Staff) of the Bank at its Head Office. The union has also alleged that at the relevant time of transfer of Shri Monga, another employee in the name of Shri Verma was posted at Siliguri Branch of the Bank as Clerk-cum-Cashier and he was transferred to Calcutta. According to the union, the transfer was avoidable as there would have been no occasion for transfer of the concerned workman, had the transfer order in respect of Shri Verma had not been issued. The union accordingly has alleged that Shri Monga having been compelled to submit his resignation on 25-2-1977, it should be treated as cancelled and he should be reinstated in the service of the Bank with all benefits, monetary or otherwise, since he was compelled to resign from the service of the Bank. The union has further prayed that the order of the management transferring Shri Monga from Calcutta to Siliguri should be held as mala fide and motivated and accordingly bad and void.

3. The management in its written statement took number of objections regarding the maintainability of the reference alongwith its objection on merits. Regarding objections on merits, the Bank has alleged that Shri N. K. Monga was appointed as Cashier-cum-Clerk by appointment letter dated 26-11-1973. Clause-6 of the said letter gives the right to the Bank to allot any duty to him alongwith its right to transfer him to any office of the Bank. By order dated 23-12-1976 services of Shri Monga was transferred to the branch of the Bank at Siliguri. Shri Monga, upon receipt of such order of transfer, applied for leave upto 22-1-1977 and thereafter for further extension till 12-2-1977. Leave prayed for was sanctioned. Since he did not report for duty on 14-2-1977, he was given another opportunity to report for duty at Siliguri Branch Office on or before 1st March, 1977 by a letter dated 18-2-1977. By letter dated 25-2-1977 Shri Monga tendered his resignation which was accepted with immediate effect by letter dated 3rd March, 1977. The management has alleged that the order of transfer of the concerned workman was made in bona fide exercise of power supported by the terms of contract of employment and the act of resignation was a voluntary act on the part of Shri Monga. The management has further alleged that unwillingness on the part of Shri Monga to report for duty at Siliguri Branch, which led him to tender resignation, was given the colour of forced resignation in order to make it a so-called issue while there was none. The management has further alleged that Shri Monga having tendered his resignation wilfully and he also having taken full and final settlement of his accounts on 2-4-1977, there was complete severance of the employer—employee relationship once and for all. The management has further alleged that when an employee voluntarily resigns in a job, no question of granting him any relief in an industrial adjudication can arise. The management has accordingly prayed for dismissal of the claim of the union.

4. Heard Mr. B. K. Mukherjee, learned Advocate appearing for the management and Mr. A. Banerjee, representative of the union.

5. It appears from record that a preliminary point in respect of the maintainability of the reference was heard and disposed of against the management by this Tribunal, which was confirmed by the Calcutta High Court. The parties accordingly did not urge any point in respect of the maintainability of the reference before me at this stage. The matter was accordingly heard on merits, leaving aside the question of maintainability.

6. The facts are all admitted in this case. The concerned workman was admittedly appointed as a Clerk-cum-Cashier on 16-7-1973. There is also no dispute that the management issued a transfer order transferring him to Siliguri on 23-12-1976. It is also not disputed that he made representations

on the ground of his mother's illness for cancellation of the transfer order, but the management refused to consider such representations. There is also no dispute that the workman did not comply with the transfer order and went on leave from 24-12-1976 to 12-2-1977 and that the concerned workman having not joined after the expiry of the said leave, he was given further opportunity to join before 1-3-1977. The concerned workman however by his letter dated 25-2-1977 tendered his resignation which was accepted by letter dated 3-3-1977.

7. It is in the above factual matrix that the nature and character of the resignation tendered by Shri Monga falls for consideration and this Tribunal is called upon to consider whether the management was responsible for creating circumstances compelling him to resign from the Bank's service.

8. Before entering into the question, namely, whether the Bank created such circumstances compelling the workman to resign, it should be noted that even assuming the existence of such circumstances, the workman shall not be entitled to any relief, in as much as, the resignation was never withdrawn by the concerned workman. It is true that in this reference the union has prayed for cancellation of the said resignation as not being genuine. I fail to understand how can a resignation letter, voluntarily written by the person concerned, can be said to be not genuine in view of the compelling circumstances leading to his resignation. Resignation is a fact, it can be withdrawn or cancelled till it is accepted. Once it is accepted, as it is in this case, there is complete severance of the master-servant relationship between the parties on and from the said date. Existence of any compelling situation leading to such resignation shall not in any way affect the legal position mentioned above. It may be, the position would have been otherwise if such resignation was brought about by exercise of misrepresentation undue influence, coercion or fraud which vitiates a contract. It is not the case of the union that the concerned workman did not voluntarily tender his resignation. He, having done so, existence of any circumstances, however, compelling they may be, shall not ensure to any benefit of the workman when there is complete severance of master-servant relationship after the voluntary resignation was accepted by the Bank.

9. The point that is next to be considered is whether the concerned workman had any right not to accept the transfer order. Clause-6 of his appointment letter which runs as follows "The bank shall have the right to allot any duties to you for which you may be considered competent and have the right to transfer you to any office of the Bank or to send you to any other place where the business of the Bank may need your service". Clearly indicate that the workman concerned accepted the appointment acknowledging the Bank's right to transfer him to any place for its business. The corresponding Sastry Award also shows that workmen not belonging to the subordinate staff are liable to be transferred with, of course, certain limitation. It is therefore clear that the concerned workman has absolutely no right for any refusal to carry out any bona fide transfer order issued by the Bank.

10. In this connection, a reference has got to be made to the decision of the Hon'ble Supreme Court in the case of State of M.P. v. S. S. Kourav, reported in 1995 S.C.C. (I & S) 666 where it was held that "The courts or tribunals are not appellate forums to decide on transfers of officers on administrative grounds. The wheels of administration should be allowed to run smoothly and the courts or tribunals are not expected to interdict the working of the administrative system by transferring the officers to proper places. It is for the administration to take appropriate decision and such decisions shall stand unless they are vitiated either by mala fides or by extraneous consideration without any factual back ground foundation". The Supreme Court in this case while rejecting the contention that in an unfortunate situation the transferee's wife committed suicide leaving three children and the transferee would suffer extreme hardship if he had to work at the new place situated in tribal area, held that the court cannot go into the question of relative hardship and it would be for the administration to consider the facts of a given case and mitigate the real hardship in the interest of good and efficient administration.

Regarding mala fides it was held by the Hon'ble Supreme Court in the case of State of U.P. v. V. N. Prasad, reported in 1995 S.C.C. (I & S) 781 that proving of mala fides requires strong and convincing evidence as the presumption is in favour of the bona fides of the order unless contradicted by acceptable materials. The same view was expressed by the Hon'ble Supreme Court in the case of Union of India v. Ganesh Dass Singh, reported in 1995 S.C.C. (I & S) 1142 where it was held that there must be sufficient materials to justify interference with the mere order of transfer made by the competent authority for administrative reasons. Regarding mala fides it was clarified by the Hon'ble Supreme Court in the case of Rajendra Roy v. Union of India, reported in 1993 S.C.C. (I & S) 138 that inference of mala fides must be based on firm foundation of facts pleaded and established and not merely on insinuation and vague allegations.

11. The position of law, as stated above, clearly indicates that the administrative orders of transfers are to be presumed to have been made on bona fide grounds of efficient and smooth running of the administration and any one challenging such orders as mala fide, must prove the same by clear and cogent evidence.

12. It is accordingly necessary to examine the evidence on record to see how far the union has succeeded in proving its allegation that the order of transfer was a mala fide one. Both sides have produced certain documentary evidence and one witness was examined on behalf of the management while the union examined two of its witnesses, including the concerned workman. The resignation letter of the concerned workman is marked Ext. W-11 in this case. It will appear from this letter that the management having refused to consider his family circumstances, particularly the ailing condition of his old mother, that he tendered his resignation as he was not in a position to go to join his work at Siliguri. Though it is alleged in the resignation letter that the compelling circumstances of tendering his resignation was created by the management out of sheer hostile and vindictive attitude towards the concerned workman, he did not state any reason for harbouring such vindictive and hostile attitude to him. Not only that no specific reason was given, but it is positively stated in the resignation letter that such vindictive and hostile attitude is without any rhyme or reason. The allegations of the union in the written statement that it was because of his active participation in the trade union activities of the Bank that the management of the Bank was annoyed with him and with a view to destroy the trade union activities that the office-bearers of the union were transferred to far off places, having thus not found place in the resignation letter as the reasons for harbouring vindictive or hostile attitude towards the concerned workman. Rather the allegation that harbouring of such attitude was bereft of any rhyme or reason clearly indicates hollowness of the union's case as the reasons for the transfer.

Yet another instance of management's ill-feeling towards the concerned workman is that he stood in the way of the management's conspiracy to malign him by asking him to sit at the cash counter at 12 noon, which he refused. I fail to understand the existence of any conspiracy by simple order of the management upon its staff to undertake a particular work.

The last instance to prove mala fide of the transfer order, according to the union, is that one Shri Verma was posted at Siliguri as a Clerk-cum-Cashier at the relevant time and since the concerned workman was directed to be posted in his place on his transfer to Calcutta that the order cannot be bona fide. I fail to understand any logic of this allegation. The management/administration has its own reason for transfer of its staff from one place to another and it is not bound to disclose any reason while transferring officer. Simply because the transfer was a cross one that does not, by itself, give rise to any presumption that it was mala fide in nature. Apart from the fact that the union has hopelessly failed to prove the alleged mala fide of the transfer order, as shown above by me, the evidence of the concerned workman himself shows his hesitant approach to this question. In his examination in chief he did not challenge the transfer order as vindictive but in cross-examination, he stated that it was a vindictive one. It will appear from his examination that he applied to different authorities after his resignation for cancellation of his resignation. In his cross-examination, he also stated that his resignation was not a voluntary work and he was forced to do so. There is nothing in the resignation letter or in his evidence to show who forced him and in what manner to tender his resignation. He only mentioned certain circumstances in his resignation letter but that, by themselves, shall not make it involuntary. The other witness of the union is the Secretary of the union and he admitted that as far as he was concerned, the management did not take any vindictive action except some rude behaviour. The union's allegation being that similar treatment was meted out to the members of the union, I fail to understand how this gentleman escaped the wrath of the management. Management also examined one witness. He seems to have not much knowledge about Shri Monga or his transfer to Siliguri.

13. So, upon consideration of the facts and circumstances of the case alongwith the evidence on record and the position of law in this matter, I am of the opinion that the union has hopelessly failed to prove the alleged mala fides in the transfer order of the concerned workman and such order of transfer having not been proved to be vindictive or hostile, the union has failed to prove the existence of any such compelling circumstances which led the concerned workman to tender his resignation. It may be true that mother was lying sick in Calcutta at the time of his transfer and the management having not considered the said reason as sufficient for cancellation of the transfer order, that, by itself, cannot give rise to any presumption that it was vindictive in nature. The individual hardship of an employee for carrying out any order of transfer cannot be a ground for setting aside a transfer order.

14. In the above view of the matter, I find that there was no compelling circumstances created by the management which led the concerned workman to tender his resignation. He having done it voluntarily and the same having been accepted by the management, the relationship of master and servant

has long ceased for which the workman shall not be entitled to any relief in this case.

This is my Award.

Calcutta, the 2nd February, 1998

A. K. CHAKRAVARTY, Presiding Officer

नई दिल्ली, 13 फरवरी, 1998

का.आ. 459.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 12-2-93 को प्राप्त हुआ था।

[सं. एल-12012/157/91-आई आर (बी-II)]

सनतान, डेस्क अधिकारी

New Delhi, the 13th February, 1998

S.O. 459.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Syndicate Bank and their workman, which was received by the Central Government on 12-2-1998.

[No. L-12012/157/91-IR (B-II)]

SANATAN, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 138/91

In the matter of dispute :

BETWEEN

Shri Ashok Kumar (Sr.),
through Vice President,
Syndicate Bank Staff Association,
Ram Naresh Bhawan, Tilak Gali,
Paharganj, New Delhi-110005.

Versus

Divisional Manager,
Syndicate Bank,
Central Accounts Office,
8-A Milap Niketan,
Bahadur Shah Zafar Marg,
New Delhi-110002.

APPEARANCES :

Shri N. K. Goel for the Workman.

Shri Rajesh Mahendru for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/157/91-I.R. (B-II), dated 21-10-1991 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the management of Syndicate Bank in not assigning duties of A. C. Plant helper to Shri Ashok Kumar (Sr.) and instead assigning it to Shri Ashok Kumar Sharma to the post is justified ? If not, to what relief Shri Ashok Kumar (Sr.) is entitled ?"

2. The workman in his statement of claim alleged that he joined Syndicate Bank as sub-staff cadre w.e.f. 22-12-1972 Central Accounts Officer, New Delhi and the bank was opened w.e.f. 19-2-1974. The workman joined the Central Accounts Office w.e.f. 7-2-1974 and there used to be only one shift i.e. from 10 A.M. to 5 P.M. in the said accounts Office. An A. C. Plant was installed in the said Office and one sub-staff namely K. S. Jaggi who was designated as A. C. Plant Helper was posted there to work as A. C. Plant Helper. During the leave vacancy of K. S. Jaggi the workman Ashok Kumar used to work as A. C. Plant Helper. K. S. Jaggi was promoted as clerk from 1983 but Ashok Kumar workman was not promoted as A. C. Plant Helper in this place and one Leela Dhar who was junior and belong to the other union was promoted to that post from June, 1988. The Office started two shifts i.e. from 7.45 A.M. to 3.45 P.M. and 2 P.M. to 9 P.M. resulting in need of another A. C. Plant Helper. The claim of the workman was again ignored and another sub-staff Ashok Kumar Sharma was given temporary entrustment of A. C. Plant Helper and was also permanently designated as A. C. Plant Helper in 1990-92. The workman has claimed that he was the only eligible candidate for the post and deserve to be promoted w.e.f. 1983. The Promotion of Leela Dhar and A. K. Sharma according to his demand deserve to be declared null and void.

3. The Management in its reply admitted the facts of appointment of Leela Dhar and Ashok Kumar Sharma but alleged that the workman Ashok Kumar was not qualified for the job when it started functioning in June, 1988. Ashok Kumar Sharma was qualified and was entrusted with the job. The Management in its reply to the statement of claim has also reiterated these facts and has in addition stated that the entrustment of his duties was not a promotion to any particular post and was done in accordance with the guidelines of the Bipartite Settlement.

4. In support of their cases the management examined Shri C. S. Shekher MW-1 while from the

workman side Shri A. K. Aggarwal appeared as W. W. 1.

5. Representative for the workman has alleged that he was senior-most and should have been given the charge of the Plant as Plant Helper. But his juniors namely Leela Dhar and one Ashok Kumar Sharma were entrusted with this job though their certificate of training were also bogus one. He has himself alleged that none of them had taken any leave for undergoing the said training and, therefore, the certificates be treated as bogus and the workman who was genuinely trained should be replaced in their place.

6. The Management representative on the other hand has urged that two shifts started in June, 1984 and at that time the workman was not qualified in the job as his certificate relates to the period October, 1988. His case was, therefore, without any justification and he could not be entrusted the duties without having gone the required training.

7. After having gone through the points urged before me, I am of the view that the workman himself made his claim for the first time vide letter dated 28-10-1988 i.e. after obtaining the training. The vacancy only arose after Ashok Kumar Sharma was entrusted with regular work from June, 1988 on being found only eligible to fill the new vacancy that arose. The workman's witness who is the Union Office bearer has wrongly stated that the place of training from the place of work was 30 KMs. A distance was much less and the certificates issued to both i.e. Leela Dhar and Ashok Kumar Sharma were of date prior to the certificate of the workman. According to those certificates the management found them eligible and entrusted the job to them. The workman did not possess the required qualification on the date the vacancy arose so he could not be entrusted with the regular duties of Plant Helper. The question of the seniority of the workman would only arise if he had been eligible on the date the vacancy arose. According to the workman representative the vacancy arose in February, 1988 while according to the management it arose in June, 1988. In any case the certificate of the workman was dated 29th October, 1988 and he was not eligible on any of these two dates i.e. February, 1988 or June, 1988. I am, therefore, in view of my discussions above, of the opinion that the action of the management was fully justified and the workman was not entitled to any relief in this reference. Parties, are, however, left to bear their own costs.

Dated : 10th February, 1988.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 29 जनवरी, 1998

का. आ. 460.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार स्टेट बैंक ऑफ इण्डिया, बंगलौर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में

केन्द्रीय सरकार औद्योगिक अधिकरण-कम-लेबर-कोर्ट, बंगलौर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-1-98 को प्राप्त हुआ था।

[संख्या एल-12012/(174)/88-डी-III(ए)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 29th January, 1998

S.O. 460.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal-Cum-Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of India, Bangalore and their workman, which was received by the Central Government on 28-1-1998.

[No. L-12012/(174)/88-D.III(A)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Bangalore, the 23rd January, 1998

Present :

Sri K. Mohanachandran, B.Sc., B.L.D.L., A.L. Presiding Officer.

Central Reference No. 56/88

I Party

Sri M. P. Premraj,
No. B-44/1571, BDA
Quarters, Austin Town,
Viveknagar Post,
Bangalore-560047
(Represented by Sri. K. Subba Rao, Advocate).

Versus

II Party

The Regional Manager,
M/s. State Bank of
India,
St. Marks Road,
Post Box No. 5014,

(Represented by Sri. B. C. Prabhakar, Advocate).

AWARD

By order No. L-12012/(174)/88-D.III(A) dated nil, the Honourable Central Government had referred this dispute for adjudication under clause (d) of sub-section (1) and sub-section (2A) of section 10 of I.D. Act, 1947 (14 of 1947) to this Tribunal.

(2) The point for adjudication as per schedule to reference is as follows :

"Whether action of the State Bank of India management in relation to the Regional Manager, Region No. 1, Bangalore in removing Shri M. P. Premraj, formerly clerk, State Bank of India, Kumara Park Branch, Bangalore from service in their order dated 10-7-1984 is justified and legal? If not to what relief the workman is entitled to?"

(3) The brief averments of the 1st party in his claim statement are as follows :

The 1st party joined the services of 2nd party in the year 1969 as clerk and his name was listed in the panel for promotion in the Regional Office,

Bangalore. Since disciplinary proceedings were initiated against the 1st party, the promotion was not given effect to. He was issued a charge sheet dated 17-10-1980 and was informed that domestic enquiry would be held based on the charge sheet as per letter dated 19-12-1980 but the said charge sheet was abandoned. The 2nd party had issued another charge sheet dated 15-4-81 containing five charges against the 1st party.

(4) The domestic enquiry was conducted against the principles of natural justice. Sri P. Laxman was nominated as Enquiry Officer and Sri R. R. Bokal, Branch Manager represented the 2nd party. Since he was pitted against the 1st party and hence the 1st party was not given proper and adequate opportunity to defend his case. During the course of enquiry the 1st party was also not given fair and full opportunity to defend himself. The Enquiry Officer had submitted his findings to the 2nd party and based on the findings of the Enquiry Officer, the 1st party was discharged from the service of the 2nd party as per letter dated 17-11-83 without giving any opportunity to him.

(5) Again the 1st party was issued a memo dated 13-6-84 by the 2nd party, requiring him to appear for a personal hearing. The penalty proposed against the 1st party was not warranted. The 1st party was not paid subsistence allowance during the time of his suspension and his termination was based on mere suspicion. The 1st party's defence was also not considered, hence the action taken by the 2nd party is a clear case of victimisation and unfair labour practice as defined under s. 2(ra) read with V. Sahadule. The 1st party was innocent and he was victimised for his trade union activity therefore the penalty imposed upon him is totally unsustainable, illegal, unjust, arbitrary and capricious and it is a clear case of colourable exercise of power.

(6) There was no compliance with the mandatory requirements of s. 25F, 25G and 25H of Chapter V(a) and (b) of the I.D. Act. The 1st party was neither issued one month notice nor paid wage in connection with notice and he was also not paid any compensation hence the 1st party prays for reinstatement in his original post and grant of all the consequential benefits with cost.

(7) The concise averments of the 2nd party in their counter statement are, as follows :

The 1st party was working as a clerk at Kumarapark Branch, Bangalore and he was found guilty of certain acts of misconduct as shown in the charge-sheet dated 15-4-81 hence he was discharged from service. The punishment was imposed after holding domestic enquiry, and since the misconduct committed by the 1st party was found grave enough to merit dismissal. However, the Disciplinary Authority treated the misconduct of the 1st party leniently and imposed the punishment of 'discharge from service' as he had put in 10 years of service and on compassionate ground. But the 1st party without being grateful to 2nd party had approached this Court putting forth untenable contentions and allegations. The 1st party was given sufficient opportunity to defend himself and reply to the charges and produce his evidence. The enquiry was conducted in accordance with rules and principles of natural justice.

(8) The 1st charge was framed regarding various acts of misconduct committed by the 1st party. Since there were certain discrepancies in the amounts shown in the 1st charge, a fresh charge-sheet dated 15-4-81 was issued containing all the following five charges.

(9) Charge-1 was framed regarding misconduct, namely, on 13-12-79 the 1st party while working as a clerk at Kumarapark branch caused to credit a sum of Rs. 5000/- into his S.B. A/c being the proceeds of a cheque drawn on Syndicate Bank, Thokkalingadi. The said cheque was not despatched to the 2nd party. Therefore, with intention to achieve undue monetary gain, the 1st party had perpetuated to fraud on the 2nd party by not despatching the instrument.

(10) The 2nd charge could be on the facts that on 8-5-80, the 1st party caused to credit an amount of Rs. 1000 into his S. B. a/c being the proceeds of a cheque drawn on

Canara Bank, Kumarapark branch and thereafter surreptitiously removed the cheque with intention to cover up the above said fraudulent act obtained a bank draft on 3-7-1980 for Rs. 1100-00, from Canara Bank, Malleshwarad, Bangalore and caused the same to be delivered at the Kumarapark branch of 2nd party along with a DD RR credit slip for Rs. 1100/-.

(11) Charge no. 3 was that the 1st party had caused to credit in S.B. A/c of his brother Sri M. P. Gangadhara with sums aggregating Rs. 5000/- and later encashed the cheque and received money on various dates from the above account.

(12) Charge No. 4 could be the 1st party between the period 20-7-79 and 24-8-79 and also between 18-10-79 and 12-12-79 encashed a total of 12 cheques drawn by his brother and sister-in-law by debit to DD RR A/c and credited the proceeds to his own S.B. A/c.

(13) Charge No. 5 levelled against him was that the 1st party caused to negotiate 2 cheques totalling Rs. 4500/- drawn on Syndicate Bank, Thokkalingadi and credited the amount to his S.B. A/c and caused the disappearance of the cheques.

(14) Of these five charges, four were proved beyond doubt and enquiry on charge No. 4 was dropped as having not been substantially proved. In all the 4 charges the 1st party was found to have deliberately withheld the instruments purchased/negotiated at branch, the proceeds of which ultimately accrued to the 1st party benefit. Thus, the 1st party had committed different types of mis-deeds.

(15) The 1st party was given adequate opportunity to defend his case. Sri Satish Wagh, General Secretary of the union who represented the 1st party was a experienced person in conducting the defence in such cases. The 1st party was provided with list of witnesses and copies of documents well in advance on 20-7-81 and the enquiry commenced on 17-9-81 after many adjournments obtained by 1st party therefore the 1st party was given full and fair opportunity to defend himself. The 1st party had examined seven witnesses on behalf of defence.

(16) The Disciplinary Authority had imposed punishment of discharge from service to 1st party as per letter dated 17-11-83 and he was also given an opportunity for personal hearing. The Disciplinary Authority after giving personal hearing to the 1st party regarding proposed punishment had passed the final order dated 10-7-84. The 1st party had preferred an appeal to Appellate Authority, the Appellate Authority after duly considering all the aspects of the appeal as well as connected papers confirmed the punishment order imposed by Disciplinary Authority on 9-10-1984 as the 1st party had committed a grave misconduct. Hence, the contention of the 1st party that the 2nd party should treat the discharge as retrenchment and therefore comply with requirements of Section 25F, 25G and 25H of the I. D. Act is groundless and misconceived.

17. The final order of discharge against the 1st party was passed in 1984 and the 1st party had approached this Tribunal after a lapse of 4 years therefore having not challenged the said order within a time frame, the 1st party is not entitled for any relief as prayed for. The findings of the Enquiry Officer are correct and the order passed by the 2nd party against the 1st party is valid and in accordance with law. Hence, the same does not call for any interference of this honourable court.

18. My learned predecessor on the above said pleadings framed the following additional issues on 24-1-1980 :

- (i) Whether the 2nd party management proves that it has held the Domestic Enquiry in accordance with law.
- (ii) Whether the order of termination of his service amounts to retrenchment and that it is not sustainable for the reasons shown in para 12 of claim statement ?
- (iii) Whether the reference is liable to be rejected for the delay and latched as contended in para 14 of the counter statement.

19. Further, my learned predecessor subsequently on the submission made by the learned counsel for the 1st party framed the following fourth issue :

- (iv) Whether the 1st party workman proves he has been victimised as contended in the claim statement.

20. My learned predecessor had conducted enquiry on additional issue No. 1 as preliminary issue and passed an order on 20-12-1990 to that effect that Domestic Enquiry was not held by the II party in accordance with law. In such circumstances, now apart from the reference made by the Government, we have to consider the remaining issues No. 2 and 4.

Additional Issue No. 2

At para 12 of claim statement, the I party had taken up a defence stating that the authorities had condoned his misconduct and hence they could not impose any further penalty much less termination and that since the order of discharge dated 17-11-1983 could not be based on misconduct and hence it amounts to be retrenchment and therefore, mandatory requirements of section 25F, 25G and 25H had not been complied with. Hence, the order of termination would be illegal and invalid. But if we peruse para 11 at page 7 of the written statement filed by the 2nd party management they averred by way of answering the allegations of the I party in the following terms. According to them, after receiving findings of Enquiry Officer the management before passing final order of punishment desired to give an opportunity to the I party. But to avoid dragging tactics of the I party, on 17-11-1983, the Disciplinary Authority passed an order of 'Discharge' and directed the I party to appear for personal hearing. Though the said order of discharge was delivered to the I party on 29-11-1983, the I party attempted to avoid his appearance before the Disciplinary Authority and thus postponing the date of passing of final order.

Finally after personal hearing on 20-6-1984 and perusal of entire connected materials, the Disciplinary Authority passed an order of termination dated 10-7-1984. Therefore, from the above said pleadings of the II party we could cull out the intention of the Disciplinary Authority namely only to give opportunity to the I party they have passed an earlier order of discharge on 17-11-1983 and after giving full opportunities passed an order of termination nearly after about 8 months from the date of order of discharge and nearly after 3 years from the date of 2nd showcause notice (Chargesheet) dated 15-4-1981. Hence, I am of opinion that the order of discharge passed by the Disciplinary Authority dated 17-11-1983 will no way amount to be abandonment and the termination order dated 10-7-84, after giving full opportunity and issuance of necessary notice will not come under the mischief of Section 25F, 25G and 25H read with Section 2(oo) of I.D. Act.

Hence for the reasons narrated above, I am unable to countenance the argument of the learned counsel for the I party based on the averments at para 12 of the claim statement because as I discussed above that the entire materials placed before this Tribunal to show that the above said order of punishment imposed by the management against the I party could be the result of Disciplinary Authority after giving full opportunities to the I party on misconduct detailed under the charges No. 1, 2, 3 and 5 for the misconduct committed by the I party workman (I will discuss about the charges in detail in the following paragraphs). Because the above said act of management would come under the wordings of "otherwise than as a punishment inflicted by way of Disciplinary action" defined under section 2(oo) for the word 'retrenchment' in the I.D. Act. When the dismissal order passed by the management will not come under the purview of section 2(oo) of the I.D. Act, then I am of opinion that the I party cannot seek shelter under Section 25F, 25G and 25H of I.D. Act.

As I quoted above, the 1st party was chargesheeted for his misdeeds or misconduct in dealing with money transaction as detailed under the chargesheet dated 15-4-1981. So long as the 1st chargesheet is concerned it would deal with the misdeeds of the 1st party namely on 13-12-1979 while he was acting as Head Clerk at Kumarapark Branch of the 2nd party Bank. the 1st party had caused to his credit a

sum of Rs. 5,000/- being the proceeds of a cheque No. 098690 drawn on Syndicate Bank, Thokkilangadi Branch and that the said cheque was not despatched for clearance from the Kumarapark Branch and thus he had committed a fraud to the Bank to the tune of Rs. 5000/-.

When we peruse the evidence of WW1 it would be clear that he had admitted in cross examination that he had received such a cheque for Rs. 5,000/- and credited in his account. We could see in his own words at para 14 of his deposition in cross-examination as follows :

"I am having Savings Bank Account in the Kumarpark Branch of 2nd party. On 13-12-1979 I presented a cheque of outstation for Rs. 5,000/-. On my request it was credited to my account, immediately. The credit voucher Ex. M22 is written by me. Debit was given to Demand Draft purchase register Ex. M21. After entering it in Ex. M21 and passed by the Officer, it was entered in Ex. 23 (M23 called book file). Thereafter it will be sent for realisation to the drawee branch".

He further admitted in para 15 that

"He has withdrawn the said amount of Rs. 500/- which had already been credited in his account and in particular, the entries made in the said despatch register Ex. M24 at page 71 from the date 13-12-79 to 18-12-1979 would show that no outstation cheque with the admitted No. 098690 was sent to the drawee Bank namely Syndicate Bank, Thokkilangadi Branch".

Therefore, when the 1st party himself had admitted the entries made in the despatch register Ex. M24 as quoted above, the said entries from the dates 13-12-1979 to 18-12-1979 at pages from 68 to 72 in Ex. M24 would show that the above said cheque was not despatched for realisation to the drawee Bank namely Syndicate Bank Thokkilangadi Branch. Further, the I party himself had admitted in his evidence that the said deposited cheque had not been despatched by him.

The allegations in the charge No. 1 had been further substantiated by the MW4 at para 2 of his deposition as follows:

"I know the I party. He was working in my Division. On 13-12-1979 I party presented a cheque and discounted it for payment. Outstation cheques are discounted in the case of valued customers and sometimes in the case of staff also immediately. Ex. M21 is the Demand Draft purchased register sheet extract from the register wherein the discounting of the cheque of Rs. 5,000/- is shown. The proceed of the cheque has been credited to Mr. Premraj's account. Ex. M22 is the voucher prepared entry in Ex. M21 and Ex. M22 have been made by the 1st party himself."

Again in para 3 he had deposed as follows :

The MW4 had further deposed at para 4 as follows :

"The cheque has been drawn on Syndicate Bank, Thokkilangadi Branch for Rs. 5,000/-. There were 4 other cheques discounted on the same day by other parties. Ex. M23 is the extract of schedule V book showing list of all the discounted cheques on 13-12-1979. Discounted cheques are despatched to the concerned Drawee Banks for realisation."

The MW4 had further deposed at para 4 as follows :—

"as per Ex. M24 Despatch Register (R.P.) at pages 70 and 72. The cheque discounted by the 1st party has not been despatched on any day beyond 13-12-1979."

He further proves the documents Ex. M25 to Ex. M27 which would show that the said cheque drawn on Syndicate Bank, Thokkilangadi Branch has not been received by the said drawee Bank. The evidence of MW4 further establishes the further conduct of the 1st party. The 1st party had written a letter Ex. M28 and deposited Rs. 9,500/- in respect of a cheque of Rs. 5,000/- issued in favour of Syndicate Bank Thokkilangadi Branch and other two cheques for Rs. 4,500/- related to charge No. 5 and the said sum of Rs. 9,500/- was recovered by the 2nd party Bank.

Hence, it can be presumed that the interested party namely the 1st party who had utilised the amount under the said cheque could have committed some fraudulent act for not sending the said cheque for realisation. Because as deposed by MW2 the then manager of Syndicate Bank, Thokkilangadi Branch the cheques issued by the Syndicate Bank dated 13-12-1979 for the above said amount of Rs. 5,000 the 1st party had purchased one Demand Draft on the same day for the same amount and credited the same amount in his Savings Bank Account at State Bank of India, Kumarapark Branch and on the same day he had withdrawn Rs. 5,000 in two instalments i.e., each of Rs. 2,500 as detailed in Ex. 23 i.e., in his current account particulars. For the purchase of Demand Draft for Rs. 5,000 on 13-12-1979 we could rely on Ex. M22 namely the credit slip Ex. M25 and letter dated 3-7-1980 written by the State Bank of India Branch to the Manager of Syndicate Bank Kumarapark branch, Bangalore Ex. M27. Therefore, when we peruse the admitted oral evidence of the 1st party together with the evidence of MW2 coupled with the above said documents viz., Ex. M21 to Ex. M25 it would be clear that the management had clearly proved the 1st charge viz., fraud to the 2nd party to the tune of Rs. 5,000.

Regarding the charge No. 2, the 1st party was charge-sheeted on the allegations that on 8-5-1980, the 1st party had caused to make a credit of Rs. 1,100 into his Savings Bank Account No. C-41 by Debit to Branch DDDR Account No. 227 to be the proceeds of cheque drawn on Canara Bank, Kumarapark Branch. But subsequently he had removed the instrument and hence the entry in the Branch DDDR was still outstanding and that subsequently to cover up his fraudulent act on 3-7-80, a Bank Draft of Rs. 1,100 from the Canara Bank, Malleswaram was drawn and delivered to the said Bank of Kumarapark Branch. The above said allegations under the charge No. 2 together with the clear admission of the 1st party himself would establish that the 1st party had committed a fraud for Rs. 1,100 as stated by the 2nd party at para (5) of their written statement. The admission of the 1st party himself before this Tribunal at para 26 of his deposition runs as follows :-

"On 8-5-1990, I deposited the cheque, for Rs. 1,100 Canara Bank in Bank at Kumarapark. On my request immediate credit was given. I have drawn the amount after credit was given. Local cheques will be realised within 2 to 3 days. The cheques will go for clearing and the fate of the cheque will be known on the same day. It is not true to say that I stealthily removed the cheque and did not send it for realisation".

The 1st party as WW1 also admitted at para 27 of his deposition as follows :

"Dupati told me that the cheque had been misplaced and I had to make good the amount. It is not true to say Dupati did not tell me anything. I purchased a Draft for Rs. 1,100 from Canara Bank to appropriate the lost cheque. It is not true that I left the draft on the Table of Ranganathan (Add; I sent through somebody to hand if over to Dupati)".

Therefore, the above quoted evidence of the 1st party himself would show that since because he himself misappropriated the amount of Rs. 1,100 drawn on Canara Bank, Kumarapark Branch he had compensated the same and had purchased a draft of Rs. 1,100 and sent the same to the 2nd party. The said admission of 1st party has been supported by the MW3 in his deposition at paragraphs 1, 3 and 4 of his deposition Ex. M11 is the DD realisation register (DDRR) had been marked through MW3.

The evidence of MW4 at para 7 of his deposition relying at page 9 of Ex. M11 would show that the 1st party himself had recorded the entries on 8-5-1990 to that effect that a cheque drawn on Canara Bank, Kumarapark Branch for Rs. 1,100 had been discounted bearing DDDR No. 227. The relevant voucher which had been marked through MW4 is Ex. M31 and the relevant proof for withdrawal of the said amount by the 1st party is Ex. M30 namely entries on 8-5-1980 in Ex. M31. The MW4 further establishes that

the discounted cheque for Rs. 1,100 was not presented on Canara Bank, Kumarapark Branch for realisation and the amount discounted cheque was not realised at all and that on 4-7-1980 he had received a cover Ex. M32 containing a Draft for Rs. 1,100 issued by Canara Bank, Malleswaram Branch alongwith Ex. M33 the voucher and that on the basis of Ex. M32 to Ex. M33 and MW4 had written a letter Ex. M34 to the concerned Drawee Bank for clarification and the above said drawee Bank, Canara Bank, Malleswaram Branch had sent reply Ex. 35 to Ex. 36. Ex. M37 is the xerox copy of application for draft made by the 1st party whereas Ex. M38 is the voucher to show that the said amount of Rs. 1,100 was credited Sundry deposit Account since the amount was already deposited by the 1st party.

Therefore, the above said admission of the 1st party regarding his fraudulent act for Rs. 1,100 and misappropriation of the same as per his account entry for Rs. 1,100 on 8-5-1980 is Ex. M30. Subsequently recovery of the same from the 1st party coupled with the oral evidence of MW4 to prove the relevant documentary evidence Ex. M11 and Ex. M30 to M38 would clearly establish that the 2nd party had clearly proved the above said 2nd charge through proper and sufficient evidence before this Tribunal. Therefore, I hold that the 1st party had committed a fraudulent act for Rs. 1,100 as detailed under the charge No. 2.

So long as the 3rd charge is concerned, in the charge-sheet it has been specified that the 1st party had committed fraudulent act i.e. Rs. 2,500 as per cheque No. 101679 dated 16-5-1980 drawn on Syndicate Bank, Thokkilangadi Branch as per DDDR No. 238 and another sum of Rs. 2,500 as per cheque No. 101680 dated 26-5-1980 drawn on Syndicate Bank, Thokkilangadi Branch as per DDDR No. 245. The said total sum of Rs. 5,000 had been withdrawn on occasions by the 1st party namely Rs. 1,500 on 16-5-1980 under the Cheque No. 282612 and Rs. 1,500 on 17-5-1980 under Cheque No. 282613 Rs. 2,000 under cheque No. 282615 and all the cheques are credited with Savings Bank Account No. C-379 owned by Sri. M. P. Gangadharan who is the brother of I party. Accordingly on 16-5-1980 the 1st party had caused to the credit of Savings Bank Account No. C-379 of his Brother Sri. M. P. Gangadharan with sums aggregating Rs. 5,000 had debit to DDDR Account as per the amount detailed above. Again if we peruse the evidence of WW1 i.e. the 1st party in connection with the above said four transactions, he had admitted the entrustment of said of two cheques and encashment of the same towards his brothers account. It is an admitted fact that the above said Sri. M. P. Gangadharan was his brother. Ex. F10 would show that the 1st party had introduced his Brother Sri. M. P. Gangadharan to open Savings Bank Account in the 2nd party Bank on 18-7-1977 and the above said Sri. M. P. Gangadharan was given SB Account No. C-379 in the Kumarapark Branch of the 2nd party Bank.

Regarding the entrustment of the cheques to the 2nd party Bank, the 1st party himself in his evidence had admitted in his chief examination at para 9 of his deposition and has stated as follows :

"Charge 3 relates discounting of 2 cheques amounting to Rs. 5,000. I took permission from the Branch Manager to discount the cheque. On it to the accountant for passing. Accountant entered the particulars of the cheques in inter-transmit pass book and sent it to the despatch for despatching".

Again at para 21 he had stated as follows :

"M. P. Gangadharan is my younger brother. He has an account in Kumarapark branch. On 16-5-1980 I presented a cheque to my brother's account for Rs. 2,500. On 26-5-1980 also I presented another cheque to my brother's account for Rs. 2,500 (Exs. M.. and M7). These two cheques were issued by Indira Mohan to my Brother drawn of Syndicate Bank Thokkilangadi Branch. After depositing the two cheques I requested the manager to give credit to my brothers account and it was granted. Exs. M-12 and M16 are the credit slips. I prepared for credit. Debit was given to DDDR register. I have drawn the amounts given

to my brother's credit as per Exs. M13, 14 and 17 and 18 cheques drawn by my brother. Prior to giving credit the balance was Rs. 74.15ps.

Apart from the above said admissions made by the 1st party the management had also proved the misconduct of the 1st party specified under charge No. 3 through MW3 who at para 7 of his deposition had deposed as follows :

"On 26-5-1980 I was on duty. On 26-5-1980 1st party brought another cheque of M. P. Gangadharan for Rs. 2500 and presented it for discounting. The cheque was drawn on Syndicate Bank Kothkilangadi Branch, Kerala after presenting the cheque 1st party requested the manager to afford credit to his brother's account immediately. Ex. M16 is the credit voucher prepared for Rs. 2,500 Debit voucher was also prepared debiting in DDRR. The entry is at Sl. No. 245 at page 11 of Ex. M11. Credit and Debit vouchers are prepared by 1st party himself. The same day 1st party presented a cheque for Rs. 2,000 drawn by his brother and encashed it. Ex. M17 is the cheque".

Again the MW3 at para 8 had deposed that :

"On 27-5-1980 1st party presented one more cheque for Rs. 500 Ex. M18 drawn by his brother and encashed it."

The MW3 had further deposed at para 9 that :

"Exs. M17 and M18 cheques were not sent by 1st party for realisation. I say this on the basis of DD RR register. Ex. M11 since the entries are still outstanding."

He also explained at para 10 of his deposition that :

"Since I was not satisfied with the answer of the 1st party, I sent a Telegram on 11-6-1980 to Syndicate Bank, Thokkilangadi Branch as per Ex. M19. On 11-6-1980 1st party was not present. Subsequently also he was not present and he sent leave letter for leave from 11-6-1980 as per Ex. M20."

Further the MW3 had deposed at para 11 as follows :

"On 12-6-1980 we received a telegram from Syndicate Bank, Thokkilangadi Branch that cheques were not received by them. Subsequently they have written a letter also as per Ex. M8."

The said witness had asserted the same particulars in cross-examination also and mere reading MW3 his entire evidence would show that MW3 had given his clear and true picture regarding misconduct committed by the 1st party in money transaction as detailed under charge No. 3 regarding the total sum of Rs. 5,000 pertaining to the charge No. 3 the MW2 namely V. C. Valsaraj, then officer of the Syndicate Bank also proves at paras 2 and 3 of his deposition under Exs. M6 and M7. He further proves that those cheques issued by Indira Mohan and those cheques in original has been handed to him by the 1st party for obtaining DD in favour of State Bank of India, Bangalore.

He also proves about Exs. M8 and 9 pertaining to Indira C. Mohan a customer of Syndicate Bank. He denied suggestion put by the counsel for the 1st party that the Exs. M6 and 7 were received by Registered Post and also denied the suggestion that the Ex. M8 is not written by the 1st party. He clarifies that the 1st party could be otherwise called as 'PREMA'.

Therefore, the above narrated oral and documentary evidence placed by the management apart from the clear admission of the 1st party would establish without any embellishment that the management had proved the misconduct of the 1st party as specified under the charge No. 3.

Further it is true that the management had also averred as charge No. 4 in the same chargesheet dated 15-4-1981 regarding the some acts of misconduct committed by the 1st party between 20-7-1979 to 12-12-1979. But it had been held even by the Enquiry Officer in the Domestic Enquiry that the said fourth charge had not been proved. The man-

agement also had not taken the above said charge for consideration to pass the said order of punishment.

For considering the fifth charge, if we peruse the chargesheet dated 15-4-1981 we could see that the 1st party was chargesheeted for his misconduct concerned with two cheques namely one cheque with No. 101676 for a sum of Rs. 2,000 dated 7-3-1980 to the branch of Kumarapark with concerned DD No. 202, and other cheque No. 101682 for Rs. 2,500 dated 5-6-1980 concerned with the DD No. 428 of the same branch as per the allegations in the said 5th charge the management had stated that the 1st party had caused to encash the above said two cheques drawn on Syndicate Bank, Thokkilangadi Branch and credited towards his Savings Bank Account No. C-41 (detailed above). But caused discrepancies of those cheques which are still kept in favour for the above said amounts of Rs. 2,000 and Rs. 2,500 respectively.

The 1st party had admitted in his deposition at para 18 that :

"On 7-3-1980 and on 5-6-1980, I presented two cheques for Rs. 2,000 and Rs. 2,500 respectively for collection. I requested the Branch Manager to give credit immediately to my account. I prepared Exs. M42 and M43 credit slip Debit given to DD register as per Exs. M40 and M41 immediately those amounts were credited to my account. I have drawn the amounts on the respective dates. These cheques were drawn on Syndicate Bank, Thokkilangadi Branch."

At para 19 he deposed as follows :

"I party is having branch at Kuthupuramba. It is not true to say that I stealthily removed these two cheques and did not send them for realisation. The management has enquired me about fate of these two cheques. Since there was an outstanding I do not know whether I party management written to Thokkilangadi Branch regarding fate of these two cheques. The DD purchase will be sent directly to Kuthupuramba Branch. In turn they will send it to Thokkilangadi for collection. I am not aware of Ex. M25 to Ex. M27."

Apart from the above said admission of the 1st party, the management had proved the above said charge No. 15 through the MW4 namely Ranganathan who in para 11 of his chief examination had stated as follows :

"I party discounted two cheques on 7-3-1980 and 5-6-1980. They are entered at the DD purchase register (page)/Exs. M40 and Ex. M41. Ex. M40 is from one register and M41 is from another register. Entries are at Item No. 202 for Rs. 2,000. On 7-3-1980 and item No. 428 for Rs. 2,500 on 5-6-1980. The proceeds of two cheques have been credited to the Savings Bank Account No. C41 of I party as shown in Exs. M42 and M43. This is also shown in Ex. M30 on relevant dates. Exs. M42 and 43 are prepared by I party himself. As shown in Ex. M30 I party has withdrawn the amount from his account."

He also deposed at para 12 that :

"The cheques have not been sent for realisation to the paying banker. The cheques were payable at State Bank of India, Kothapuramba Branch by way of collection from Syndicate Bank, Thokkilangadi Branch as shown in Exs. M40 and M41. We have enquired about the fate of the cheque with SBI, Kuthapuramba Branch and the reply received in Exs. M25 and M27 that they have not received the cheques at all. I party also has given a letter as per Ex. M28 to recover the money of the cheques including one more cheque for Rs. 5,000 from his S.B. Account. This amount has been recovered from I party and kept in a sundry deposit account which is a suspense account as indicated by Ex. M44. As the payment of this above two cheques DOP No. 202 and 428

dated 7-3-1980 and 5-6-1980 should have been in the normal course realised from SBI, Kuthapramba, instead as the 1st party has paid the money it has been kept in sundry deposit account and not appropriated against the two items."

"Since the evidence of the above said MW4 would also corroborate evidence of MW3 regarding the amount specified under charges Nos. 1 and 5 for a sum of Rs. 9,500. Even the 1st party in chief examination had admitted at para 4 of his deposition as follows:

"I discounted 3 cheques as mentioned in charges 1 and 5. The amount involved in that was Rs. 9,500. I took Manager's permission for discounting the cheques mentioned in charges 1 and 5."

He further states at para 4 that :

"After sometime the Manager told me that the 3 cheques were misplaced and asked me to make good the amount. So I credited Rs. 9,500 in my SB A/c. as per Ex. M-28."

About the same particulars in his cross-examination at para 20 of his deposition he has deposed as follows:

"It is not true to suggest that I wrote Ex. M-28 to cover up my alleged fraud. I have deposited Rs. 9,500 to the bank, at Kumarapark, and requested that the amount should be adjusted towards the cheques I had discounted, which I had drawn, amounts on 13-12-79, 7-3-80 and 5-6-80. It is not true that I set up false story in Ex. M-28. It is not true the Manager did not inform me that the instruments had been lost. Balakrishna was the Manager then. The amount of Rs. 9,500 which I had deposited was adjusted towards the withdrawals that I had made."

The MW4 had also substantiated the said payment of Rs. 9,500 made by the 1st party at para 6 of his deposition. MW4 states as follows:

"On 1-12-80 1st party gave a letter as per Ex. M-28 signed by him to the bank stating that a total sum of Rs. 9,500 may be recovered from his SB A/c. in respect of the cheque on Thekkulangadi of Rs. 5,000 and two other cheques for Rs. 4,500. As per Ex. M-28 we have recovered Rs. 9,500 from the S.B. A/c. of 1st party on 1-12-80 as per Ex. M-29 debit slip. Ex. M-29 states that the amount has been recovered as per the request of 1st party. Ex. M-30 (5 sheets) in the statement of amount extract of the SB A/c. of 1st party. On 1-12-80 1st party has deposited Rs. 9,500 at the time of giving his letter Ex. M-28."

Therefore, the above said proper and sufficient evidence both in oral and documentary would establish beyond any doubt, that the 1st party had committed grave misconduct in money transactions and thus caused loss of money and reputation to the 2nd party bank. In such circumstances I am unable to see any force in the argument of the learned counsel for the 1st party who argued that since the 1st party had compensated the amount specified under the charges 1, 3 and 5 the 2nd party had recovered the said amount and that in no way the 2nd party could say that they sustained loss of money and therefore the punishment of termination would amount only a victimisation and come under "retrenchment" as defined under S. 2(oo). But as I quoted above not only his own admission made by the 1st party but the evidence of MWs. 2 to 4, who had been examined before this Tribunal, coupled with the documents marked through them, would establish that the 1st party had committed grave misconduct on money transaction and committed breach of trust and therefore the management had imposed the punishment of dismissal as a disciplinary action against the 1st party on valid grounds. Hence, for the reasons narrated above the order of the dismissal will not come under the purview of any type of "retrenchment" as defined under S. 2(oo) of the I.D. Act. Hence, I hold that the order of termination of the service of the 1st party not amount to be a retrenchment and therefore the said order is sustainable under the I.D.

Act. I answer this additional issue No. 2 against the 1st party.

Additional Issue No. 3.—The 2nd party in their written statement at para 14 had contended that after passing of final order in the year 1984, the 1st party had approached this Tribunal after nearly 4 years and challenged the said order of dismissal and on that ground the reference has to be rejected under the cause of delay and laches. S. 10 of I.D. Act would fix procedures to be adopted for registration of a case on reference by this Tribunal. Particularly S. 10 to S. 10(4) specify the particulars under which this Tribunal must register a case referred by the appropriate Government. The reference in this present case would clearly establish that the Central Government had accepted the dispute raised by the employee and referred the same to this Tribunal for proper adjudication. In such circumstances, I am unable to agree with the above said contention of the 2nd party namely the claim of the 1st party is liable to be rejected for the alleged delay and laches. Therefore, when the wisdom of the legislatures has not specified any period of limitation for registration of case before the Industrial Tribunal or Labour Court under the above said sections of the I.D. Act and hence no question of limitation will arise in the present case therefore, I hold that the reference is not liable to be rejected only on alleged delay and laches as contended at para 14 of the written point submitted by the 2nd party. I answer the additional issue No. 3 accordingly against the 2nd party. But any how I wish to clarify one point that my findings in this additional issue No. 3, will be in no way affect my findings in other issues.

Additional issue No. 4.—The 1st party in his claim statement as a last resort at para 11 averred that:

"the management had taken a lenient view where there was gross misconduct and one such case was concerned with one Sri Raghunath N., who was involved in a gross misconduct and the amount involved was so huge but the 2nd party showed a lenient view. In another case also according to the 1st party the 2nd party concerned with one Sri B. R. Nalige similar to that of the charges has framed against the 1st party on a gross misconduct but the 2nd party took a lenient view gave warning and in case of one Sri Balasubramaniam who misused the huge amount of the bank the management had taken lenient view and exonerated him."

Therefore, according to the 1st party the punishment given to the 1st party must amount to be a victimisation and therefore the punishment of termination is invalid under law. The learned counsel for the 1st party had also argued in the same line relying on S. 11A of the I.D. Act. In evidence the 1st party as WW1 had marked 3 documents out of which last two are to establish the above said claim "victimisation." Ex. W1 is copy of order in a writ petition filed by the 1st party to show that the Hon'ble High Court of Karnataka had directed the Central Government to issue an order of the reference in favour of 1st party for an industrial adjudication under S. 10 of the I.D. Act. But at this stage the said order will not render any help to the 1st party. Exs. W2 and W3 are copies of "private and confidential" letter addressed to Sri B. R. Nalige by the 2nd party management. Among those last two documents, Ex. W2 is a xerox copy of the charge-sheet and Ex. W3 is a letter of award for stoppage of 5 increments to the said Sri B. R. Nalige. But except the above said 2 xerox copies the 1st party had not placed any other material to show under what circumstances either the said Sri B. R. Nalige or other individuals specified at para 11 of claim statement have been considered by the 2nd party to take alleged lenient view. There is no other oral evidence of any co-worker to substantiate the said averments at para 11 of claim statement. Further it is well decided principle that the 1st party must satisfy as to whether he had not committed any misconduct as alleged by the 2nd party when the 2nd party proved the charges for his misconduct and the 1st party cannot seek support of any other cases of other to attempt to divert or escape from the duties of grave charges levelled against him. As I stated above when the management clearly established through proper and sufficient evidence that the 1st party had committed series of misconducts in the money transactions and fraudulently removed the cheques from the file

of the bank where the 1st party was working and thus gained monetarily. It is true that there is no direct evidence to show that the 1st party had removed those cheques in connection with the cheques 1, 2, 3 and 5 from the relevant records of the 2nd party. But when we consider the entire evidence and the circumstances of the case it would be clear that none other than the 1st party who admittedly got interest on the amounts specified under those relevant cheques could have removed them from the concerned records of the bank with a view to avoid its realisation. Therefore, I am of the opinion that it can be legally presumed that only the 1st party had fraudulantly removed those cheques for his own monetary benefits.

Hence, in such circumstances when we consider the grave act of misconduct in money transactions committed by the 1st party, I am of the opinion, based on the various judgements given by various Hon'ble High Courts and our Hon'ble Apex Court, a punishment of dismissal alone will meet both the ends of justice. As pointed out by the learned counsel for the 2nd party when a person who have been entrusted with the public money with great trust had decided and intended to commit fraud to the concerned public institution viz. bank, I am of the opinion that the punishment namely the dismissal is a proper, suitable punishment and it will not in any way come within the meaning of S. 11A. Thus I answer the additional 4th issue against the 1st party.

It is true that my learned predecessor had answered the preliminary issue No. 1 and held that the 2nd party management had not proved that it had held the domestic enquiry in accordance with law he had set aside the domestic enquiry. It has been well settled principles of law that the Tribunal under I.D. Act after giving opportunities for the parties, consider the justification of the act of the management in terminating the employee, could decide finally based on the materials placed before the Tribunal. Therefore, after carefully considering the entire materials placed before this Tribunal, I hold that the management is justified to pass an order dated 10-7-84 of punishment of dismissal against the 1st party on his misconduct as narrated above. Therefore, I decide that the action of the 2nd party in removing Sri M. P. Premraj from service is just and legal and as I discussed above when the 2nd party had proved misconduct of the 1st party in connection with the money transactions which is grave in nature I am of the opinion that the punishment given to the 1st party will in no way liable for consideration of proportionate of punishment to the misconduct. Hence, I decide that the 1st party is not entitled for any relief prayed by him and thus the reference has to meet its negative result.

All other documents and evidence not referred to by me are not relevant and in any case they do not alter the conclusion arrived by me above.

AWARD

In the result the C.R. No. 56/88 is rejected but without cost. Submit to Government.

K. MOHANACHANDRAN, Presiding Officer

Dictated to P.A. transcribed by him, corrected by me and signed on this 23rd day of January, 1998 Friday).

नई दिल्ली, 5 फरवरी, 1998

का.आ. 461.—औद्योगिक विवाद अधिनियम, 1947 1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार प्रतापगढ़ क्षेत्रीय ग्रामीण बैंक, प्रतापगढ़ के प्रबंध तंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कमन्वेयर कोर्ट, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 5-2-98 को प्राप्त हुआ था।

[संख्या एल-12012/13/93-आई आर (बी-1)]

पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 5th February, 1998

S.O. 461.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Pratapgarh Kshetriya Gramin Bank, Pratapgarh and their workman, which was received by the Central Government on 5-2-1998.

[No. I-12012/13/93-IR (B-I)]
P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 50 of 1993

In the matter of dispute :

BETWEEN

Adhyaksh,
Pratapgarh Kshetriya Gramin Bank,
Head Office,
Civil Line,
Pratapgarh-230001.

Versus

Ayodhya Prasad Maurya
S/o Shri Gahroo Ram Maurya
C/o Maha Sachiv,
Pratapgarh Kshetriya Gramin Bank Employees
Union
Vivek Nagar,
Zila Ayurvedik Asptal ke Pichhey,
Pratapgarh-230001.

AWARD

1. The Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-12012/13/93-I.R. (B-1) dated 26-5-93, has referred the following adjudication to this Tribunal—

Whether the action of the management of Pratapgarh Kshetriya Gramin Bank in terminating the services of Shri Ayodhya Prasad Maurya which effect from 10-4-87 is legal and justified? If not, to what relief the workman is entitled to and from which date?

2. The case of the concerned workman Ayodhya Prasad is that he was engaged as a sub-staff on daily rated on 14-11-81 by the opposite party Pratapgarh Kshetriya Gramin Bank and worked continuously upto 16-4-84. Then he was engaged on 26-3-85 at Nai Bazar Branch of the opposite party and he continuously worked upto 9-4-87. In the way he had worked for more than 240 days in a year. His services were terminated in breach of provision of Section 25-F of I. D. Act. As no retrenchment compensation and notice pay was given. Further when he was removed from service juniors were retained in service. Apart from this Jeet Lal Yadav Harnath Mishra Vishit Narain Pandey and others were engaged but no opportunity was given. In this way there had been breach of provision of Sections 25-G and 25-H of I. D. Act as well.

3. The opposite party has filed reply in which it is alleged that the concerned workman was engaged as a part time daily rated casual labour for supplying water. He was never engaged as a sub-staff. He had left the job of his own. He had never completed 240 days in a year.

4. In the rejoinder nothing new was alleged.

5. In support of his case, the management filed Ext. W-1 to W-5 various demand letters. Out of them Ext. W-5 is relevant in which it has been certified that the concerned workman was engaged as a part time helper-cum-cleaner. Further the concerned workman has examined himself as WW-1.

6 In rebuttal the management has examined Branch Manager S. K. Agrawal, MW-1. Further vouchers Ext. M-1 to M-51 have been filed.

7. The first point which requires consideration is as to whether the concerned workman was engaged as a parttime casual labourer is a member of sub-staff. Naturally the concerned workman has stated that he was engaged as a peon. He has denied the suggestion that he was engaged as a part time casual labour. On the other hand S. K. Agrawal MW-1 had maintained that the concerned workman was engaged to supply water as a casual labour. In his cross examination he has admitted that there is no post of peon in the branch. Instead that work is being taken from the casual labour.

8. From the above review of evidence it is evident that no doubt the concerned workman was engaged as casual labour but work of peon was being taken from him.

9. The concerned workman Ayodhya Prasad had stated that he had worked for more than 240 days in a year. This fact was not admitted by the management witness, hence I believe the version of the concerned workman and hold that he had completed for more than 240 days in a year.

10. The point which needs consideration is as to whether the concerned workman had left the job of his own or was dismissed. In this regard there is evidence of S. K. Agrawal MW-1 who had stated that the concerned workman had left the job. This fact has not been denied by the concerned workman Ayodhya Prasad WW-1. As the concerned workman was daily rated worker, naturally no question of holding an inquiry regarding abandonment could have been launched. In any case, in view of unrebutted evidence of the management witness, I come to the conclusion that the concerned workman had left the job of his own and that he was not removed from service.

11. Thus my award is that as the concerned workman had left the job of his own question of his termination being bad does not arise. Consequently he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 5 फरवरी, 1998

का.आ. 462.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कर्नाटक बैंक लिमिटेड, बेंगलूर-3 के प्रबंधन के संबंध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कम-लेबर-कोर्ट, बेंगलूर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-2-98 को प्राप्त हुआ था।

[संख्या एल-12012/61/91-आईआर (बी-III)/बी-1]

पी. जे. माईकल, डेस्क अधिकारी

New Delhi, the 5th February, 1998

S.O. 462.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, cum Labour Court, Bangalore as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Karnataka Bank Ltd., Mangalore-3 and their workman, which was received by the Central Government on 4-2-98.

[No. L-12012/61/91-IR(B.III) B.I.]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT BANGALORE

Dated this 28th day of January, 1998, Wednesday

PRESENT :

Sri. K. Mohanachandran, B.Sc., B.L., D.L., A.I., Presiding Officer

Central Reference No. 11/91

I. Party :

Sri. B. Chenniah,
C/o. B. K. Raju Tailors,
Hoikarna Road,
Chitradurga.

II Party :

The Chairman and,
Managing Director,
Karnataka Bank Ltd.,
P.B. No. 716, Kodialbail,
Mangalore-3.

AWARD

By Order No. L-12012/61/91-IR (B.III) dated 28-2-91, the Honourable Central Government had referred this dispute for adjudication under clause (d) of sub Section (1) and Sub-section (2A) of Section 10 of I.D. Act, 1947 (14 of 1947) to this Tribunal.

2. The point for adjudication as per schedule to reference is as follows :—

"Whether the action taken by the management of Karnataka Bank Ltd. in dismissing Sri. B. Chenniah, Clerk from service with effect from 10-5-1988 is justifiable. If not to what relief he is entitled ?"

The brief averments of the 1st party in his claim statement are as follows :

The 1st party joined the services of the 2nd party as a clerk on 13-1-1981 at Aikala Branch and subsequently he was transferred to Hiriyur Branch in the year 1982. The management have issued memo dated 31-10-1985. The management being not conduct against the 1st party. These allegations are false. The 1st party had submitted his explanation dated 16-4-1986. But the management had issued a chargesheet against the 1st party dated 31-10-1985. The management being not satisfied with the explanation of the 1st party conducted a Domestic Enquiry. The Enquiry conducted by the Enquiry Officer was not in accordance with principles of natural justice and provisions 11 of Bipartite Settlement. But anyhow the Enquiry Officer had submitted his enquiry findings dated 5-3-1988 without considering the material evidence on record. Subsequently, the 2nd party had issued 2nd show cause notice dated 4-4-1988 for which the 1st party had sent his reply dated 19-4-1988. But the Disciplinary Authority had failed to consider representations of the 1st party and passed orders dated 27-4-1988 terminating the 1st party without giving proper opportunity. The 1st party filed appeal on 31-5-1988. But that appeal also was rejected as per order dated 6-9-1988. The action of the management in dismissing the 1st party amounts to an unfair labour practice and victimisation as defined Under Section 2 (a) of the ID Act. The order of dismissal is harsh and arbitrary and against the principles of natural justice. As such it is a fit case to invoke the jurisdiction of this Tribunal under section 11 A of the Industrial Dispute Act. Hence, it is prayed that the 2nd party may be directed to reinstate the 1st party in his original post with all and full consequential benefits such as backwages, continuity of service and other benefits.

3. The concise averments of the Written statement filed by the 2nd party are as follows :

It is admitted that the 1st party was working as a clerk in Hiriyur Branch of the 2nd party. For an alleged charge levelled as against the 1st party, the 1st party after more than a month had sent his

reply with false averments. In that reply also he had admitted some of the allegations but though denied some. Therefore, the enquiry was ordered. None of the objections raised in his claim statement has been raised in the enquiry. Now when the finding went against him and the punishment was imposed on him by the Disciplinary Authority the 1st party is finding fault with the Enquiry. The Enquiry was conducted in a fair and judicious and unbiased manner and the Enquiry officer after giving full opportunities to the 1st party, gave his findings. The Disciplinary Authority after careful consideration of the report of the Enquiry Officer and the written and oral submissions of the 1st party, passed an order of dismissal which is quite an appropriate punishment that the 1st party deserved for his major misconduct. It is true that he had Bank, who after giving proper opportunity and preferred an appeal before the Chairman of the Bank, who after giving proper opportunity and on personal hearing regarding the statement of the 1st party wherein he had admitted some of the charges passed an order dismissing the appeal. The Bank Official in cash section involving himself in debts with the customers of the Bank and manipulating the accounts of the Bank and even supplying the Blank cheque books to them are the acts which undermine the reputation of the Bank. The Bank at last had lost confidence in such a person who is repeater in defrauding the Bank itself. Therefore, it is prayed that the claim of the 1st party has to be dismissed with cost.

4. My predecessor on consideration of the above pleadings, framed a preliminary issue about the Domestic Enquiry conducted against the 1st party by 2nd party, passed an order on 21-8-1992 and held that the Domestic Enquiry held against the 1st party by the 2nd party was in accordance with law and principles of natural justice. Subsequent to the above said findings, my learned predecessor had also given opportunities to both the parties to place the evidence regarding victimisation. But the learned counsel for both the parties had submitted that they had no further evidence on victimisation. Hence, he had noted the case for argument on the question of perversity of the findings of the Enquiry Officers report and adequacy or otherwise of the punishment, as we could see in the notes order dated 15-11-93. Accordingly argument of both the parties had been heard by me.

5. As I pointed out earlier when this Tribunal had as per the previous order on preliminary issue decided that the Domestic Enquiry held by the 2nd party against the 1st party was in accordance with law and principles of natural justice. Then it is now for this Tribunal to consider about the perversity of the findings and the adequacy or otherwise of the punishment given by the 2nd party to the 1st party.

6. When we peruse the charges framed against the 1st party by the 2nd party namely Ex. M4, we could find that the management had framed the following 5 charges against the 1st party, namely :

- (i) On 28-11-1984, when the 1st party was working as Accounts Clerk he had received remittance of Rs. 200/- from one of the customers of the 2nd party Bank, Smt. Janamma for the purpose of credit into her Savings Bank Account No. 3074, but he credited only a sum of Rs. 100/- to her account and misappropriated the balance amount of Rs. 100/- and later on 9-12-1985, he had reimbursed the said sum of Rs. 100/- into her Savings Bank Account of the above said customer Smt. Janamma.
- (ii) The 1st party had borrowed the following funds from the below mentioned customers respectively :
 - (a) Sri. Syed Zehur Ahmed a sum of Rs. 2,400/- from Sr. (b) Arumugam Rs. 200/- and from Sri. P. Basavaraj Rs. 3,000/- but failed to repay the same inspite of the repeated request made by the above said customers.

- (iii) The 1st party had issued 2 cheques bearing Nos. 569254 and 569265 dated 30-8-1985 for a sum of Rs. 300/- each to the above said customer Sri. P. Basavaraj towards the amount borrowed by him. But those cheques were dishonoured by the Bank when presented for encashment for want of sufficient amount in the account of the 1st party.
- (iv) On 6-6-1985 the 1st party had unauthorisedly issued a cheque book containing 10 cheque leaves bearing No. 569981 to 159990 to one customer Sri. Syed Zehur Ahmed without the consent and knowledge of the Manager to facilitate to the said customer to borrow funds from him.
- (v) The 1st party was in a habit of introducing the customers to lend money to him and thus made the customers Sri. Syed Zehur Ahmed with his Savings Bank Account No. 2633 and Smt. Rathamma with her Savings Bank Account No. 2972 to close their account with a view to save themselves from embarrassment of the 1st party.

7. On the above said 5 charges, the 2nd party had issued a memorandum dated 3-3-1986 (Ex. M1 before Enquiry Officer) to the 1st party for which he had submitted his reply (Ex. M2 dated 16-4-1986 before Enquiry Officer). But the management having not satisfied with the above said reply Ex. M2 issued chargesheet Ex. M4 dated 31-10-1986. The 1st party also sent his reply Ex. M5 dated 3-12-1986. Again the management on consideration of the said reply Ex. M5 but not being satisfied, ordered Domestic Enquiry as per order Ex. M1 against him and as per the order Ex. M2 before this Tribunal appointed Sri. B. Channappa as Presenting Officer and also appointed Sri. B. H. R. Prasad as Enquiry Officer as per order Ex. M1 (before Enquiry Officer). In the Domestic Enquiry the 1st party had engaged one Sri. P. Ranaganath, Organising Secretary of the Union, and informed it to the Enquiry Officer as per his letter Ex. M3. As we could see the report of the Enquiry Officer Ex. M9 dated 5-3-1988, the management had examined 7 witnesses and marked 27 documents and where is the 1st party examined himself as one witness and marked 3 documents on his side. As I pointed out earlier after perusing all the materials placed before me my predecessor had given his findings that the enquiry was properly conducted as per the principles of natural justice. Therefore, in such circumstances, I am of the opinion that at this stage this Tribunal has to find out perversity of the findings of the Enquiry Officer and the question of adequacy and otherwise punishment. This Tribunal has to consider the entire materials placed before this Tribunal.

8. I wish to discuss about the report of Enquiry Officer to consider the perversity of the findings of the Enquiry Officer and question of adequacy of punishment. If we peruse the enquiry report Ex. M9, it would be clear that the Enquiry Officer had given elaborate reasons to find the 1st party guilty for all the following 6 points framed by him in his report (i.e.):

- (1) Whether CSE misappropriated Rs. 100/- out of Janammam's payment :
- (2) Whether the CSE was borrowing money from Banks Customers ?
- (3) Whether the CSE's two cheques were dishonoured
- (4) Whether CSE unauthorisedly and without Managers knowledge gave a cheque book to Syed Zahoor Ahmed ?
- (5) Whether CSE induced customers to lend him money ?
- (6) Whether the CSE has committed gross misconduct under para 19.5(i) of the settlement.

9. He had found the above said 6 points affirmatively and decided that the 1st party was guilty under all the above said 6 points. Again for the each and every above said 1 to 6 points the Enquiry Officer had discussed at length, considered entire documentary and oral evidence placed before him and given valid reasons for his findings. While considering the above said point No. 1 as to whether the 1st party misappropriated a sum of Rs. 100/- out of pay-

ment made by Smt. Janamma, the Enquiry Officer at page 4 (para 5) his report had quoted evidence of the MW.1 who proved the Ex. M6 viz. the complaint given by the said Smt. Janamma dated 12-8-85. He further discussed at page 5 (para 7) about the evidence of MW1 and rightly quoted necessary portions of his cross examination and discussed about Ex. M2 letter given by MW.2.

10. Further at para 8 in Ex. M9 he had also quoted the evidence of the 1st party. Paragraph 10 of the report would show further proper and valid reasons for his findings. Therefore, from the above said discussions of the Enquiry Officer I decide that the findings of the Enquiry Officer for the charge No. 1 is proper based on the adequate and proved evidence. Regarding point No. 2 pertaining to the charge No. 2 from paragraphs 13 to 17 from pages 10 to 12 of Ex. M9, the Enquiry Officer had given very cogent and elaborate discussions for his proper and affirmative conclusion. He had also quoted relevant Kannada versions from Ex. D2b i.e. a portion of Kannada typed letter Ex. D2 alleged to have been written by the above said one of the customer Syed Sehur Ahamed. He had also properly compared the English signature of said Sri. Syed Zehur Ahamed in Ex. M9 and Kannada signature Ex. 2(A). The wordings of the above said Ex. D2 (b) would show, as decided by the Enquiry Officer that the 1st party cannot seek any help from Ex. D22 (b). Therefore, I am of opinion that the findings of the Enquiry Officer pertaining to the charge No. 2 also could not, in any way, come under the question of perversity.

11. So long as the charge No. 3 is concerned, it is based on the consequential act discussed under charge No. 2. As stated above, the charge No. 3 pertaining to the 2 cheques issued by the 1st party to the above said two customers respectively for the amounts borrowed by the 1st party from the said two customers. But the entries No. 83 and 84 in Ex. M8 i.e. cheque book register would show that those two cheques were returned dishonoured. The management had proved properly that the 1st party used to borrow various amounts from the customers of the 2nd party and to convince those customers issued two cheques specified under Charge No. 3. But those cheques were returned for want of sufficient funds. In such circumstances, I find severe force in the argument of 2nd party that the said customers would have some adverse view about the conduct of the 1st party on his official duties in the 2nd party as pointed out by the learned counsel for the 2nd party and such an adverse view will affect the routine and regular business of the 2nd party. Therefore, I find that the Enquiry Officer is correct in his findings under charge No. 3 consequently to his findings on charge No. 2. Hence, it is needless to say that his findings in no way come under purview of perversity.

12. For charge No. 4 the Enquiry Officer had elaborately discussed in paragraph 19 to 23 in his report (page 13 to 17) Ex. M9. If we carefully peruse those discussions it will be easy to find that the Enquiry Officer not only considered the documentary evidence namely Exs. M2, D3, M12, M7a, M11, M13 and M15 connected with the charge marked before him but also the relevant oral evidence of MW-5 and DW-1. He further quoted the relevant oral evidence of DW-1 for his proper decision under charge No. 4. That apart he had also considered the argument placed by the defence representative before Enquiry Officer. He cogently discussed the entire connected materials and given proper reasons for his correct finding to see that the cheque book referred to under charge No. 4 had been handed over by the 1st party to MW5 but without any authority only to facilitate the concerned customer Sri. Syed Zehur Ahamed to borrow amounts. Hence, I hold that the Enquiry Officer had given proper reasons for his findings under charge No. 4 and thus his findings to this charge cannot be interfered on the question of perversity.

13. To consider the charge No. 5 the Enquiry Officer again relied on relevant evidence of MW-5 and Exs. M13 and M15 (marked before him). He had also discussed about the answer given by MW-7 to infer that Ex. M25 was not totally 'confusion'. The Enquiry Officer also had given proper reasons for relying on the evidence of MW-7. He had also properly negated the argument of the defence representative to hold that the management had proved the

charge No. 5 against the 1st party. Therefore, if we peruse the paragraphs 24 to 26 at pages 17 and 18 in his report Ex. M9, we could see that the Enquiry Officer had given correct findings for the charge No. 5, as it had been properly proved by the management. In such circumstances on his proper conclusion, the Enquiry Officer had found that the above said misconduct of the 1st party had been proved under charges Nos. 1 to 5 which would amount to be a gross misconduct under para 19.5(i) of bi-partite settlement as pointed out by the management in the charge-sheet Ex. M4 (before this Tribunal). Apart from the above said findings, in Schedule A to his report, he had clearly listed the exhibits M1 to M27 marked before him by the management. He had also detailed the names of the witnesses examined on behalf of the management namely MW1 to 7 under Schedule B, C and D, the list of documents namely D1 to 3 marked by the 1st party in Schedule C and list of defence witness (DW-1) in Schedule D.

14. Therefore, a careful perusal of Ex. M9 namely the report of the Enquiry Officer would make this Tribunal for an easy conclusion that the Enquiry Officer had given cogent, proper and relevant findings for the charges and arrived correct conclusion based on those findings and hence his findings cannot be interfered on the question of "perversity."

15. In such circumstances now we have considered as to whether the punishment (i.e) order of dismissal given by the management to the 1st party on acceptance of the above said findings of the Enquiry Officer would be liable for consideration on the question of adequacy or whether the 1st party was victimised by the management by such a punishment. It is clear from the documents that on receipt of report of the Enquiry Officer Ex. M-9, the management had issued notice Ex. M14 dated 4-4-88 along with copy of the report submitted by the Enquiry Officer to the 10-6-96, has referred the following dispute for adjudication requested the management to grant 20 days time in his letter Ex. M-15 which had been granted by the management under their reply Ex. M-16 which had been received by the 1st party under his own endorsement. Subsequently, the 1st party had submitted his reply Ex. M17 to the findings of the Enquiry Officer. The management had also fixed the date of personal appearance of the 1st party on 19-4-88 at 4.00 pm and informed the same to the 1st party in their notice dated 4-4-88 namely Ex. M-14. Ex. M18 would show that on the personal hearing of the 1st party the 1st party had given a statement Ex. M18. In Ex. M-18 he had stated that what he wanted to say was already stated by him in his previous letter dated 19-4-88 and he had nothing to add further. But the management on consideration of entire materials had passed an order of dismissal Ex. M-19 dated 24-7-88. The management had also informed the 1st party about his right of appeal within 45 days. Accordingly the 1st party had filed an appeal dated 31-5-88 to the Chairman of the 2nd party as per Ex. M-20. But considering his personal hearing on 12-7-88 as per Ex. M-21, the Chairman-cum-Appealing Authority had dismissed the appeal as per order Ex-M-22 dated 6-9-1988.

16. Therefore, the above said document and evidence would amply prove that the management after giving proper and sufficient opportunities to the 1st party come to the conclusion and passed an order of dismissal against the 1st party. When we consider the misconduct of the 1st party under charges 1 to 5 it would be clear that the continuous acts of the 1st party could make the 2nd party to lose their confidence and trust shown to 1st party officially who was directed to deal with public money. Such an employee must, by his good conduct and honest and diligent act not only satisfy the employer but also the customer who had deposited their hard earned money into the 2nd party Bank with great confidence and trust, to serve the purpose as it has been pointed out by the Enquiry Officer. The regular conduct of the 1st party pictured by the Enquiry Officer in Ex. M9 would show that the 1st party used to borrow various amounts from many customers of 2nd party and only to console them he had committed the above acts of misconduct. But unfortunate for him the said acts had adverse effect and created dissatisfaction to the customers towards the bank. It had been further

prove that the 1st party had committed a fraudulent act namely failed to deposit the actual amount given to him by the customers for deposit into their account. In such circumstances the said chain of misconducts could be considered as grave in nature and in particular the institutions like banks which would deal only with the public money.

17. The learned counsel for the 1st party had argued that the Enquiry Officer could not have relied on the evidence of MW-2 as he had not been personally connected with the 1st party and accordingly the Ex. M6 which had been marked through MW-2 could not be accepted. He had also pointed out that Ex. M-6 would not contain the seal of the Bank in the back and therefore it could not be a valid document. But if we peruse the entire evidence of MW-2 and Ex. M-6 coupled with the discussion of the Enquiry Officer in Ex-M.9 regarding the above said evidence, we could find that the Enquiry Officer had properly accepted the evidence of MW-2 and Ex. M-6. Failure to affix the seal of the Bank on the back of the Ex. M-6 cannot be a valid ground to discord the said document. Therefore, I find that the above said argument cannot be accepted.

18. He had also further, while attacking the findings of the Enquiry Officer regarding the charges No. 2 stated that the evidence of MW-3 to 5 and the relevant documents Exs. B2 and B3 had not been properly considered by the Enquiry Officer and the borrowing of money from the customers could not be a misconduct for a grave charge. But as pointed out by the learned counsel for the 2nd party, it is true that mere borrowal of money from third party by an individual will no way affect his responsibility in his official side. But the entire evidence placed by the management apart from the admissions made by the 1st party would lead to the clear conclusion that the borrowal of money by the 1st party from the customers of the bank had affected his official duty and only to convince those customers he had done some acts which alone affected his conduct in his office. Therefore, when we coupled the entire evidence materialised in 2nd and 3rd charges it would be clear that on the basis of misconduct on the 2nd charge the 1st party could be liable for punishment under charge No. 3.

19. Again the learned counsel for the 1st party argued that the issuance of the cheque book without the knowledge of the management could not be considered as a misconduct because there was no proof that the 1st party had issued the concerned cheque book. He further, contended that the evidence of Ex. M-7 could not be accepted. But I am unable to find any force in the above said argument. Because if we peruse the evidence of MW-5 and MW-7 coupled with a document Ex. M-7a (in the enquiry) and the statement given by the 1st party as DW-1 would clearly establish that the 1st party alone had issued cheque book Ex. M-2 to the concerned customer namely MW-5. Further Ex. D3, the admitted letter given by MW-5 dated 6-6-85 and the oral evidence of MW-5 would also clearly show that the requisition slip Ex. M-12 was issued by the 1st party. Hence, the entire circumstances would prove that only the 1st party, without permission of the concerned Manager had issued cheque book Ex. M-12 to the customer MW-5.

20. Again the argument of the learned counsel for the 1st party regarding charge No. 5 namely no sufficient evidence had been placed before the Enquiry Officer cannot be accepted for the reasons stated by the Enquiry Officer both in his report Ex. M-9 and his evidence as MW-1 before this Tribunal. Therefore, the argument of the learned counsel for the 1st party that the Enquiry Officer findings could not be accepted as it would be highly perverse. But on the other hand, when we consider argument placed by the learned counsel for the 2nd party that for acceptance of all the charge 1 to 5 the Enquiry Officer had given proper and discussed reasons and arrived at necessary and correct conclusion based on those discussions.

21. Therefore, I am of the opinion that the punishment of dismissal given by the 2nd party to the 1st party based on proved misconduct cannot be interfered with since the 1st party had not proved that he had been victimised by the said punishment. Therefore, I hold that the 1st party is not entitled for any relief even under S.11-A of I.D. Act.

22. All other documents and evidence not referred to by me are not relevant, and in any case they do not alter the conclusion narrated by me above.

AWARD

23. In the result the C. R. No. 11/91 is rejected since the action taken by the management of Karnataka Bank Limited in dismissing the 1st party Sri B. Chennaiah with effect from 10-5-1988 is justified and the 1st party is not entitled for any relief. In the circumstances, of the case I order the parties to bear their own cost. Submit to Government.

24. Dictated to P. A., transcribed by him, corrected and signed by me on this 28th Day of January, 1998 Wednesday.

K. MOHANACHANDRAN, Presiding Officer

नई दिल्ली, 9 फरवरी, 1998

का.आ. 463.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, स्टेट बैंक ऑफ बीकानेर एंड जयपुर, इलाहाबाद के प्रबंधन के संबंध नियोक्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-2-98 को प्राप्त हुआ था।

[संख्या एल-12012/191/94-आईआर (बी-III)]

पी. जे. माईकिल, डेस्क अधिकारी

New Delhi, the 9th February, 1998

S.O. 463.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of State Bank of Bikaner and Jaipur, Allahabad and their workman, which was received by the Central Government on 6-2-1998.

[No. I-12012/191/94-IR (B-III)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 58 of 1996

In the matter of dispute :

BETWEEN

Anand Raman Tiwari
C/o P. N. Tiwari
894 of 165 Sohbatriya Bagh
Allahabad.

AND

Branch Manager
State Bank of Bikaner and Jaipur
Chowk Branch 85 Moerganj Chowk
Allahabad.

APPEARANCES :

B. P. Saxena—for the workman and
S. C. Saxena—for the Bank management.

AWARD

1. Central Government, Ministry of Labour, New Delhi vide its Notification No. L-12012/191/94-IR (B-III) dated

10-6-96, has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of State Bank of Bikaner and Jaipur, Chowk Branch Allahabad in terminating the services of Sri Anand Raman Tewari, clerk, is justified? If not, what relief the workman is entitled to?

2. The case of the concerned workman Anand Raman Tewari, is that he was engaged as clerk-cum-cashier by the manager of opposite party bank State Bank of Bikaner and Jaipur on 12-11-89 at Chowk branch, Allahabad. As no appointment letter was given it could not be known if the appointment was temporary or permanent one, however he continued to work upto 7-2-82, when his services were brought to an end abruptly. After his removal from service Mohd. Javed and R. N. Pathak were engaged but no opportunity was given to him, his termination is bad being in breach of Section 25-H of I. D. Act.

3. The case of the opposite party bank is that the concerned workman was engaged for 80 days for fixed period. Further reference being highly belated is bad in law. The concerned workman is not entitled for benefit of Section 25-H of I. D. Act. In any case opportunity was given to him but he failed to appear in the test.

4. In the rejoinder nothing new has been alleged.

5. A bare perusal of reference would go to show that there is no mention of termination being bad on the basis of breach of provisions of Section 25-H of I. D. Act. In the case of Karnal General Cooperative Bank versus Industrial Tribunal, Rohtak, 1994 (69) FIR 1006, it has been held that dispute of reinstatement not having been referred in terms of Section 25-H of I. D. Act, right of concerned workman in this regard cannot be entertained.

6. In view of this authority the concerned workman will not be entitled for any relief as there is no specific reference under Section 25-H of I. D. Act.

7. On merits too I do not find any force in the claim of the concerned workman. The concerned workman has stated that after his termination Om Prakash and Mohd. Javed Khalid were retained but no opportunity was given to him. In his cross examination he has stated that in 1967 a circular was issued for appearing in examination but he did not apply as he was not in the know of this fact. On the other hand Sameer Kumar Dass Branch Manager, MW-1 and Y. N. Bhatnagar MW-2 have stated that in terms of circular wide publicity was made to ex-employees to appear in the test, but the concerned workman did not appear. In my opinion it was not necessary for the bank to inform every ex-employee of the bank. It was enough if such circular was issued and its publicity was made. Thus if the concerned workman did not make any effort to appear in the test he should blame himself. It is thus clear that there had been no breach of provisions of Industrial Disputes Act, as ample opportunity was given to the concerned workman.

8. In the end my award is that termination of the concerned workman is not bad and he is not entitled for any relief.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 9 फरवरी, 1998

का.आ. 464.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, किसान क्षेत्रीय ग्रामीण बैंक, यू.पी. के प्रबंध सत्र के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-2-98 को प्राप्त हुआ था।

[संख्या एल-12012/119/92-आईआर(बी)]
पी.जे. माईकल, डेस्क अधिकारी

New Delhi, the 9th February, 1998

S.O. 464.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Kisan Kshetriya Gramin Bank, U.P. and their workman, which was received by the Central Government on 6-2-1998.

[No. L-12012/119/92-IR (B)]

P. J. MICHAEL, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 106 of 1996

In the matter of dispute .

BETWEEN

Brijendra Singh
C/o V. N. Sekhari
26/104 Brihana Road
Kanpur.

AND

Chairman

Kshetriya Kisan Gramin Bank
Mainpuri U.P.

APPEARANCES :

Km. Neeta Mathur—for the workman and
Sardar Amrik Singh—for the Bank Management.

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its Notification No. L-12012/119/92-IR (B) dated nil has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of Kshetriya Kisan Gramin Bank in terminating the services of Mr. Brijendra Singh is legal and justified? If not to what relief the concerned workman is entitled?

2. The case of the concerned workman Brijendra Singh is that he was engaged as a clerk-cum-cashier by the opposite party Kshetriya Kisan Gramin Bank Mainpuri on 20-11-82 after clearing test and interview. This post was permanent one. He continuously worked upto 8-3-83 when his services were brought to an end abruptly. There had been breach of Section 25-F of I. D. Act as no retrenchment compensation and notice pay was given. Further juniors to him, the names of whom have been given in para 8 of the claim statement were retained in service, hence there had been breach of Section 25-G of I. D. Act. There had also been breach of Section 25-H of I. D. Act.

3. The opposite party has filed reply in which it has been alleged that the concerned workman was not appointed on any regular post. He was a daily rated worker. First he worked from 20-11-81 to 28-2-82, thereafter he was engaged at different intervals and he worked upto 7-7-83. Under instructions of NABARD he was removed from service. It is denied that he was engaged on any regular post after clearing test or interview.

4. In the rejoinder nothing new has been alleged.

5. First it will be seen of the concerned workman had worked on a permanent post. Veerpal Singh MW-1 is the manager of the opposite party. He has stated that the branch at which the concerned workman was engaged in 1981 was opened in that very year and the concerned work-

workman alone was engaged there and he worked in that capacity. There was one no else. From this evidence of the management witness it becomes clear that the concerned workman was engaged on a permanent post. Although his period of employment was extended from time to time as is obvious from various orders passed by the management on the application of the concerned workman, the copy of which has been filed by the management.

6. The concerned workman has stated that he had worked continuously as cashier from 20-11-81 upto 8-3-83. Veerpal Singh MW-1 has not denied it. Further if this fact was incorrect, the opposite party bank could have belied the version of the concerned workman by filing relevant vouchers. In its absence, I accept the version of the concerned workman and hold that he had completed 240 days of continuous service before termination of his services. Admittedly no retrenchment compensation and notice pay was given to him, hence this termination is bad being in breach of provisions of Section 25-F of I. D. Act.

7. The concerned workman has stated that P. K. Mishra and Ram Naresh Yadav were retained in service when his services were terminated. There is no rebuttal of this evidence. Hence I accept it. It is accordingly held that termination of the concerned workman is bad being in breach of Section 25-G of I. D. Act as well.

8. There is no evidence about breach of provisions of Section 25-H of I. D. Act.

9. Lastly the authorised representative of the management has submitted that the claim of the concerned workman is ten years old, hence order of reinstatement cannot be passed. In support of this contention, the authorised representative has made reference to the case of Karnal Central Co-op. Bank Versus Industrial Tribunal Rohtak, 1994 (69) FLR 1006. It is true that in that case no reinstatement was ordered because claim was ten years old. However, this has special features. The authorised representative of the concerned workman has also filed certified copy of award dated 28-5-97 given in Industrial Dispute No. 141 of 1992, from which it appears that some seven of eight workmen who were placed in the similar circumstance, as the present concerned workman is placed, reinstatement was ordered even though reference claim was belated. The opposite party bank had filed writ petition against this order which was dismissed and reinstatement was upheld. As those workmen have already been reinstated and the case of the concerned workman is at par, I think on the principles of parity the concerned workman should be entitled for reinstatement.

10. Hence, my award is that the termination of the concerned workmen is bad and he will be entitled for reinstatement but without back wages.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 फरवरी, 1998

का.आ. 465. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दलहन अनुसंधान निदेशालय, कानपुर के प्रबन्धतन्त्र के संबंध में निदेशों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-98 को प्राप्त हुआ था।

[सं. एल-42012/186/90-डी-2(बी)]

के.वी.बी. उष्णी, डेस्क अधिकारी

New Delhi, the 2nd February, 1998

S.O. 465.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of

the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Directorate of Pulse Research, Kanpur and their workman, which was received by the Central Government on the 2-2-1998.

[No. L-42012/186/90-D. 2 (B)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR.

Industrial Dispute between No. 113 of 1991.

In the matter of dispute :

BETWEEN :

Ram Sanchi,
Karamchari Sangh,
Dalhan Anusandhan, Nideshalaya,
58-A, Azad Nagar, Kanpur.

AND

Pariyojna Nideshak,
Dalhan Anusandhan Nideshalaya,
G. T. Road, Kanpur.

AWARD

1. Central Government, Ministry of Labour, Government of India, vide its Notification No. L-42012/186/90-D-2 (B), dated 12-8-1991 had referred the following dispute for adjudication to this Tribunal :

“Whether the action of management of Director of Pules Research Kalyanpur, Kanpur in terminating the services of Shri Ram Sanchi is justified ? If not what relief the concerned workman is entitled to ?”

2. The concerned workman in his claim statement had alleged that he was engaged as a casual labour by the opposite party Dalhan Anusandhan Nideshalaya Kanpur on 1-9-1981 and he worked continuously upto 30-7-83 when his services were illegally terminated. In doing so the management has violated the provisions of Section 25-F, G and H of Industrial Disputes Act, 1947. Hence the action of the management in terminating the services of the concerned workman is entitled to is bad in law.

3. Opposite party has alleged that the concerned workman was a daily rated employee. He was given work according to need. He did not work continuously. Instead he has done work intermittently as and when on the requirement of the management. In any case he has not worked beyond 1-6-1984.

4. The concerned workman has given his evidence and in his cross examination has contended that after 1-6-1984 he has not worked.

5. From the above it is obvious that the concerned workman has admitted the version of the management that he had worked with opposite party after 1-6-1984. As such date of termination as mentioned in the reference as 1-8-1985 is not correct. In other words obviously the concerned workman was not removed from services on 1-8-1985 when he was not removed from this date at all the action of the management in terminating the services of the workman cannot be determined on 1-8-1985. It has been laid down in section 10(4) of Industrial Disputes Act, 1947 that this Tribunal has not to travel beyond the reference. Hence this Tribunal cannot determine any other date of termination in this regard.

6. In view of above fault in the date of termination my answer to the reference in the negative consequently the concerned workman is not entitled for any relief.

7. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer.

नई दिल्ली, 4 फरवरी, 1998

का.अ. — 466. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मुख्य अभियन्ता, के.सो.नि.वि., मुम्बई के प्रबन्धतन्त्र के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 2, मुम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-2-98 को प्राप्त हुआ था।

[सं. एल-42011/4/96-आईआर (डीयू)]
के.बी.बी. उष्णी, डेस्क अधिकारी

New Delhi, the 4th February, 1998

S.O. 466.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, No. 2, Mumbai as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Chief Engineers, C.P.W.D., Mumbai and their workman, which was received by the Central Government on the 4-2-1998.

[No. L-42011/4/96-IR (DU)]

K. V. B. UNNY, Desk Officer.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 MUMBAI

PRESENT :

Shri S. B. Panse, Presiding Officer

Reference No. CGIT-2/11 of 1997

Employers in relation to the Management of C.P.W.D.

AND

Their Workmen

APPEARANCE :

For the Employer—Mr. B. M. Masurkar, Advocate.

For the Workmen—Mr. R. B. Jaiswal, Advocate.

Mumbai, dated 16th January, 1998

AWARD

The Government of India, Ministry of Labour by its Order No. L-42011/4/96-IR(DU), dated 4-3-97 had referred to the following Industrial Dispute for adjudication.

"Whether the action of the management of Chief Engineer Central Public Works Department, Bombay in not regularising the services of Sh. K. T. Dhige, 2. Sh. Phool Chand Nanhu Jaiswal (SC), 3. Shri Arjun Prasad Choudhary and Sh. Hira Lal Mishra (SC), 5. Sh. Raj Kumar Choudhary 6. Shri Chedi Lal Jaiswal (SC) and/Shri Kashi Ram Choudhary, Motor Lorry drivers under the Chief Engineer (W.Z.), Bombay w.e.f. their respective dates of appointment is legal and justified? If not, what relief the concerned workman are entitled to?"

2. The Secretary C.P.W.D. Mazdoor Union filed a Statement of Claim (Exhibit-5) for nine workmen. It is contended that these workmen have been working as drivers of Jeep of different management continuously on a regular nature of a job. The management treats them as the workers employed on contract on receipt and work orders. It is submitted that on this ground their service have not been regularised in the time scale of Rs. 950-1500.

3. The motor lorry drivers (MLD) in the establishment are getting regular pay scales and all other benefits of a Government employee. It is averred that as per the orders of the Supreme Court dated 17-1-86 in the matter of Surendra Singh and others Vs. Engineer in Chief CPWD, the workmen working at under respective categories of MLD held to be entitled to be paid the time scale of Rs. 950-1500 and also overtime. But the management arbitrarily pays less.

3A. It is submitted that in the above said case the Supreme Court directed the management to pay the petitioners and all other daily rated employees the same salary and allowances as paid to the regular and permanent employees with effect from the date they were respectively employed and the Hon'ble Supreme Court also hoped that Government will take appropriate action to regularise the services of these workmen who have been in continuous employment for more than six months.

4. The Supreme Court Observed "The Learned Additional Solicitor General appearing on behalf of the respondents states that the 91 workers except those who have already been regularised, will be regularised within the period of four weeks subject to their eligibility, and their seniority will be fixed later on. The regularisation will not confer any right to claim seniority from the date of entry. We are accepting the statement of the Learned Addl. Solicitor General and we close this petition. The contempt petition is disposed off accordingly."

5. It is averred that the management have regularised the services of the many juniors of these workmen in the Western Zone in the time scale of Rs. 950 to 1500. But the concerned workmen are discriminated after orders of the Hon'ble Supreme Court as stated above. It is averred that these workmen are having proper driving licence, experience and fulfills all requisite qualifications required to be M.L.D. in the pay scale of Rs. 950-1500.

6. The Union asserted that the management is threatening these workmen to be thrown out of the job if they claim regularisation. It is averred that the action of the management is unfair labour practice. It is submitted that in the Conciliation meetings which were held before the Labour Commissioner Bombay certain directions were issued to the management. The management also issued certain circulars/letters taking steps to regularise these workmen but no positive steps are taken. It is pleaded that these workmen

are entitled to regularisation as MLD in the time scale of Rs. 950-1500 with all consequential benefits and entitled to arrears of wages from the initial date of engagement.

7. The management resisted the claim by the written statement (Exhibit-6). It is submitted that the C.P.W.D. being a Central Government department filled up all vacancies by selection procedure as laid down for the respective posts after the posts are sanctioned by competent authorities. In the case of technical/skilled categories of posts the candidates are requisitioned from regular employment exchange so that candidates waiting for opportunity are not deprived of chance. It is submitted that the workmen mentioned in the schedule are engaged on a work order/hand receipt basis as shown by various division due to the exigency of work for a short term basis. They are engaged as stop-gap arrangement till regular motor lorry drivers are recruited as per the procedure laid down for such recruitments.

8. It is submitted that these drivers are paid the minimum of the scale of Rs. 950-1500 plus usual allowances as applicable for Central Government staff from time to time. As these drivers are engaged purely on temporary basis there is no question of their regularisation. It is pleaded that the Judgment referred by the workman specifies 'Equal Pay for Equal work'. In accordance with the spirit of the Judgment the payment is being made to these drivers. But so far as regularisation is concerned there is no category of jeep drivers in the hierarchy of the staff of C.P.W.D. Therefore the benefits of the scale of pay payable to motor lorry drivers as well as regularisation of their service is jeep drivers is not possible. It is averred that the qualification required for M.L.D. is higher than that of the jeep driver. So far as appointment of jeep driver it was sufficient to have a light vehicle driving licence. It is pleaded that there is no parity in the duties discharged by motor lorry drivers and those discharged by light vehicle drivers.

9. It is contended that these workmen are not daily rated workers but they are on contract. They are paid at the rate of Rs. 950+allowance and also overtime allowance whenever applicable. The department still considers that at the time of regular employment of M.L.D. these drivers will also be considered provided they fulfil the basic minimum requirements of qualifications. It is submitted that these M.L.D. They have not been nominated by employment applicants do not fulfil the recruitment rules specified for exchange. However, the jeep drivers who fulfil the requirement for the post of M.L.D. shall be given weightage at the time of regular recruitment. For all these reasons it is submitted that the workmen are not entitled to regularisation and other benefits as claimed.

9(a) The Regional Secretary of C.P.W.D. Mazdoor Union filed a rejoinder at Exhibit-7. He reiterated the claim made in the statement of claim and denied the contentions taken in the written statement which are contrary to their claim. It is submitted that these drivers are working continuously from their date of appointment till today. It is averred that they are in continuous service for about last seven to ten years. It is pleaded that they are entitled to the benefits as they have claimed.

10. The issues that fall for my consideration and my findings there on are as follows :—

Issues	Findings
1. Whether the action of the management of Chief Engineer Central Public Works Department, Bombay in not regularising the services of the workmen from the date of their appointment is legal and justified	Yes.
2. Whether the workmen are entitled to regularisation in service at any other date?	Yes, from the availability of the vacancies.
3. What relief the workmen are entitled to?	As per Order.

REASONS

11. At the outset it must be mentioned that in the schedule there is mention of seven workmen but the statement of claim deals with nine workmen. There is no mention of Ganshyam Choudhary and Pandu Sutar who are shown at serial Nos. 8 and 9 in the statement of claim in the schedule. It is needless to say that their claim is out side the reference and not relief can be granted to them. In other words I may deal with the claim which is made only in respect of seven workmen who are figured in the schedule and who are at serial Nos. 1—7.

12. It is not in dispute that these workmen are continuously serving with the C.P.W.D. at their different zones as drivers. There is no complaint against them nor there is any break. Admittedly now they are paid in the scale of motor lorry drivers.

13. So far as motor lorry drivers there are rules of recruitment. Exhibit-16 deals with the same. The age limit is twenty to thirty years. The qualification is 'Ability to read and write'. He must possess a driving licence for heavy motor vehicles and driving experience for a period of at least 5 years of which at least three years should be of driving heavy motor vehicles. There is also one another qualification viz. Departmental Test which states that 'Practical driving test which should be fairly stiff standard for departmental candidates. Knowledge of running repairs of motor vehicles'.

14. Jain (Exhibit-33) who the Executive Engineer affirms that there are six to seven posts available at present. They had written to the Government for appointing these workmen on permanent basis. But they have not received any communication from the departments. They have no record to accept or deny whether the workmen produced a certificate for driving of heavy vehicle when they were appointed first. They had given necessary certificates to the concerned authorities for driving heavy vehicle. Jain affirmed that there was a ban from the Government for recruitment in the year 1994 and the ban still continued. According to him these workmen who are appointed on a contract, hand receipt and by work order to drive the jeeps and not the heavy vehicles. The term contract, work on hand receipt and the work order are synonymous. He affirms that after completion of one work they are engaged on another work. Whenever required they are asked to do overtime and are paid overtime wages. Chauhan the union secretary affirmed that these workmen drives dumpers as well as jeeps. They possess heavy vehicle driving licence and fulfils all conditions required to be appointed as motor lorry driver.

15. In the cross-examination of Jain there were different questions put to him regarding appointment and for other information in different divisions. He was not in a position to accept it or deny it. It is not in dispute as there is no post of jeep driver. There are no rules for their recruitment.

16. Jain affirms that at some period of time there was a general relaxation for age, qualification etc. for recruitment. On this admission it is tried to argue that when these persons were appointed there was a relaxation and therefore they have to be said to be eligible. It is further argued that the Tribunal had to consider the fact that all of them are continuously in service for last eight to ten years and under such circumstances if there is some other irregularity it has to be condoned because the Government also relaxed the requirements at any given point of time.

17. Admittedly these workmen were not recommended by the employment exchange. But they were appointed by the management to drive their jeeps on the basis of contract, hand receipt and work order. Except Dighe and that of Raj Kumar I find that they were qualified for the post of motor lorry drivers. There is no record to show that whether at the time of their appointment the posts were available or not. But today it appears from the testimony of Jain that six to seven posts are available. The dates of availability of those posts is not on the record. While considering the case of Dighe and that of Raj Kumar Choudhary I have already stated above that there was a policy of the Government to relax the rules of qualification at certain time. Then in that case why not relax the rule in respect of these

two persons so far as Dighe is concerned in respect of age and so far as Choudhary is concerned in respect of possessing heavy vehicle driving licence for three years. No doubt there is a requirement of not only having a licence but there should be a certificate to that effect that he had driven such a vehicle for three years. But normally it has to be presumed that one who possess a licence drives the vehicle whenever required. The fact that these workmen are driving the jeeps and dumpers and as there is no complaint of any nature against them by the management there is justification for relaxation of the rules for recruitment for M.L.D. I have to observe this only with a view that these workmen are doing the job for last seven to ten years and if now they are not regularised on the availability of the vacancies they will be on the streets. In fact the concerned officers while appointing them should have seen the conditions of appointment and then would have appointed them. I need no comment more on it.

18. Now I would like to consider case of each workmen. K. T. Dighe was recommended by Khilnasi by his letter dated 26-2-96 (Exhibit-11) to the Superintendent Engineer Co-ordination, C.P.W.D. (West Zone) stating that in his visit it was agreed to regularise the services of Dighe who is continuously serving. His licence is at Exhibit-18. He was first appointed on 19-10-68. The Licence is on a heavy vehicle. But he was appointed at the age of 36 years. It means he did not qualify the age criteria for recruitment as a motor lorry driver. The fact that the Superintendent Engineer accepted in the meeting to regularise his service speaks that the management wants him in the service. It can be further seen that since 1988 he is continuously serving there. As per the testimony of Jain there is a relaxation for the qualifications. He belongs to O.C. as mentioned in Exhibit-15. In that case it appears that he is three years above the age. Looking to the service tenure I am not inclined to hold that he is disqualified for getting regularisation. The whole approach of the management from the written statement, from the testimony and from other documents appears to be that they want all these workmen to be employed but are not in a position to do so due to administrative difficulties. He is therefore entitled to regularisation.

19. Pholchand Jaiswal was also recommended as agreed by the Superintendent Engineer for regularisation (Exhibit-11). His driving license is at Ex-19. When he was appointed he was 28 years of age. But his licence is dated 19-2-92. In other words it is tried to argue that when he was appointed he was not possessing the said license. It is submitted before me that it is a duplicate license and the fact that he was appointed first clearly goes to show that he was possessing the driving license in the year 1989. If he would not have the driving license he would not have engaged. I accept this contention, therefore he is also entitled to regularisation.

20. Arun Choudhary was also recommended for regularisation as per the letter (Exhibit-11). When first appointed on 17-12-87 he was 27 years of age and was having heavy vehicle driving license (Exhibit-22). He is in continuous service from the date of appointment as shown in the certificate (Exhibit-26 and 25). He is entitled to regularisation.

21. In the reference at Serial No. 4 one Hiralal Mistra (SC) is shown. In the statement of claim Exhibit-5 at serial No. 4 they have shown Hiralal Mistra's Statement of Claim. It is pertinent to note that Ex-31 is a licence produced by the workman which is admittedly by the management relates to Hiralal Jaiswal and afterwards his fathers name is shown as Shobakram. In Exhibit-15 the management had produced the details of jeep drivers engaged on work order etc. At No. 2 they have given the details of Hiralal Shobakram Jaiswal. The Learned Advocate for the workman submitted that on the basis of the admission of the document by the management at Exhibit-31 and from the extract 15 the person who is at serial No. 4 in the reference and this Hiralal is one and the same. So far as the management is concerned they accept the position that this gentleman serves at Ahmedabad and the person at serial No. 4 of the reference serves at Ahmedabad. I therefore, accept the position that these are not two different persons but one and the same.

22. Hiralal was appointed first on 30-5-88 (Ex-15) which further corroborates the first date of appointment which is

shown in the statement of claim against the workman mentioned at serial No. 4. He possess a heavy vehicle driving license and when first appointed was 24 years of age. He is in continuous service since the date of appointment in the year 1988 till today. The Licence is for heavy motor vehicle. It was issued long back in the year 1981. Obviously he fulfils the condition for appointment of the motor lorry driver. He is entitled for regularisation.

23. Rajkumar Choudhary was appointed on 1-10-91 and his license is at Exhibit-21. When he was appointed he was 20 years old. It appears that the management had relaxed the experience criteria in respect of these men. But again on the same analogy which I have discussed above I do not intend to disturb it only because the management in their all wisdom have recommended their names for regularisation as they are working continuously for last so many years.

24. Chedi Lal Jaiswal was first appointed on 18-5-90. He was recommended to the Superintendent Engineer as per letter (Exhibit-11) for regularisation his licenses is at Exhibit-20. When he was first appointed he was 25 years of age. All these things clearly suggest that he fulfils the criteria required for appointment of motor lorry drivers.

25. Jain admits the position that the Executive Engineer, New Bombay, where Chedi Lal Jaiswal works had written to the employment exchange (Exhibit-35) asking for the candidates for recruitment of motor lorry driver. In fact no reasons are assigned why the case of Chedi Lal Jaiswal was not considered by the Executive Engineer while calling for the names from the employment exchange. In fact as per the established principles he has to be considered for the post first. Looking to his service and other conditions I find that he is also entitled for regularisation.

26. Kashiram Choudhary was also recommended to be regularised as per the letter (Exhibit-11). He was first appointed on 15-10-90 and is in continuous service. His certificate of working days is at Exhibit-24 and 27. His heavy vehicle driving license is at Ex-23. When he was first appointed he was 26 years of age. He is entitled to regularisation.

27. The workmen have prayed for the dues on the basis that they should be paid the wages from the date of their appointment. I am not inclined to accept it. They are entitled to regularisation as per the seniority of their appointment and availability of the vacancies. They are entitled to monetary benefits and other benefits from the date of their regularisation and not earlier. I record my findings on the issues accordingly and pass the following order:

ORDER

The management's action for not regularising the services of the drivers—workmen from their respective dates of appointment is legal and justified.

The management is directed to regularise them from the date of availability of the vacancies. The regularisation should be as per the seniority in their appointment.

Each one of the workmen is entitled to all benefits from the date of regularisation and not from earlier period.

S. B. PANSE, Presiding Officer

नई दिल्ली, 12 फरवरी, 1998

का.प्र. 467. औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यनियत बैंक आफ इंडिया के प्रबंधन के संबंध नि-योजकों और उनके कर्मचारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचदको प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-98 को प्राप्त हुआ था।

[मं. एल-12012/6/92-आई आर (बी-II)]

के. बी. बी. उन्नी डैस्क अधिकारी

New Delhi, the 12th February, 1998

S.O. 467.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 9-2-98.

[No. L-12012/6/92-IR(B-II)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 44/92

In the matter of dispute :

BETWEEN

Shri D. D. Upadhayana, Sub-Staff,
through Shri S. P. Singh,
District Mantry,
Union Bank Employees Union,
through Union Bank of India, Main Branch,
Meerut-250001.

Versus

Up Maha Prabandhak,
Union Bank of India,
Anchlik Karyalaya,
Hotel Clark Avadh,
8, M. G. Road,
Lucknow-226001.

APPEARANCES :

Shri N. K. Verma alongwith the workman.
Shri Anil Kumar Pujara, Deputy Manager(P)
for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/6/92-I.R.(B) dated 30-4-92 has referred the following industrial dispute to this Tribunal for adjudication :—

“Whether the action of the management of Union Bank of India in imposing punishment of stoppage of two increments with cumulative effect and warning on Shri D. D. Upadhaya, Sub-staff, Meerut Branch, vide Order No. DP.20:LKO: 2402/90, dated 12-4-90 is justified ? If not, what relief the workman is entitled to ?”

2. The parties to the dispute i.e. the workman and the management have settled the matter and made statement in the Court that the matter stand settled and award in terms of the settlement Ex. M-1 may be passed.

3. In view of the settlement Ex. M-1 and the statement of the parties before this Tribunal the matter stands settled. The terms of the statement/settlement Ex. M-1 shall form part of this award and the party shall remain bound by the said terms. Parties are left to bear their own costs.

Dated : 6th February, 1998

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 12 फरवरी, 1998

का.आ. 468.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसर्ण में केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 9-2-98 को प्राप्त हुआ था ।

[मं. एल-12012/27/92-आईआर (बी-II)]

के. वी. बी. उन्नी, डेस्क अधिकारी

New Delhi, the 12th February, 1998

S.O. 468.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Union Bank of India and their workman, which was received by the Central Government on 9-2-98.

[No. L-12012/27/92-IR(B-II)]

K. V. B. UNNY, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL, NEW DELHI
I.D. No. 60/92

In the matter of dispute :

BETWEEN

Shri Devi Dutt Upadhaya,
through its Asstt. General Secretary,
though its Asstt. General Secretary,
Union Bank of India, Main Branch,
Meerut.

Versus

नई दिल्ली, 3 फरवरी, 1998

M/s. Union Bank of India through its :

- (i) General Manager, Head Office 239, Backbay Reclamation, Nariman Point, Bombay-21.
- (ii) Dy. General Manager, Zonal Office, Hotel Clark's Awadh, 8- M. G. Road, Post Box No. 305, Lucknow-226001.
- (iii) Chief Manager, Meerut (M) Begum Bridge Road, Meerut.

APPEARANCES :

Shri M. K. Verma alongwith the Workman.
Shri Anil Kumar Pujara, Deputy Manager(P)
for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/27/92-I.R. B-2, dated 3-7-92 has referred the following industrial dispute to this Tribunal for adjudication:—

"I. Whether the action of the management of Union Bank of India for stoppage of next annual increment with permanent effect and also recovery of the cost of cycle from the workman, Shri Devi Dutt Upadhaya, Sub-staff, as per enquiry report dated 23-9-82, is justified? If not, to what relief the workman is entitled to?"

II. Whether the action of the management of Union Bank of India for treating the period of dismissal from 2-9-86 to 9-2-87 as an extra ordinary leave on loss of pay and allowance, is justified? If not, to what relief the workman is entitled to?"

2. The parties to the dispute i.e. workman and the management have settled the matter and made statement in the Court that the matter stands settled and award interms of the settlement at Ex. M-1 may be passed.

3. In view of the settlement Ex. M-1 and the statement of the parties before this Tribunal the matter stands settled. The terms of the settlement Ex. M-1 shall form part of this award and the party shall remain bound by the said terms. Parties are left to bear their own costs.
6th February, 1998.

GANPATI SHARMA, Presiding Officer

का.आ. 469.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार में भारत कुकिंग कोल लि. के प्रबन्धतन्त्र के संबंध में निम्नलिखित शर्तों के अधीन, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 2), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-98 को प्राप्त हुआ था।

[सं. एल-20012/303/92-आईआर(सी-1)]

अजय कुमार, अनुभाग अधिकारी

New Delhi, the 3rd February, 1998

S.O. 469.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 2), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. Bharat Coking Coal Ltd. and their workman, which was received by the Central Government on 2-2-1998.

[No. L-20012/303/92-IR (C-1)]

AJAY KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee, Presiding Officer.

In the matter of an industrial dispute under Section 10(1)(d) of the I. D. Act, 1947

Reference No. 188 of 1993

PARTIES :

Employers in relation to the management of Bharat Coking Coal Ltd. and their workmen.

APPEARANCES :

On behalf of the workmen --Shri D. K. Verma, Advocate.

On behalf of the employers --Shri H. Nath, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 19th January, 1998

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/303/92-I.R. (Coal-I), dated, the 3rd 9th November, 1993.

SCHEDULE

"Whether the demand of the Union from Bharat Coking Coal Ltd., Koyala Bhawan, Dhanbad for fixation of Pay of Ex-Coal Miners Rescue Stations' Employees (Annexure-A) with effect from 1-4-1985 as done in case of the Ex-C.M.R.S. Officers is justified. If so, to what relief, the workmen are entitled?"

2. The highlight of the background giving rise to represent reference case may be stated as follows :—

3. Central Mines Rescue Station, Dhanbad, under Government of India, Ministry of Labour, New Delhi, has been taken over by M/s. B.C.C.L. management on 1-4-85. The management agreed to follow the terms and conditions of service of all the employees of the Rescue Station both executive and non-executive as per report of Jha Committee but the BCCL management though followed the terms and conditions of the employees as per recommendations of Jha Committee report in respect of Executive but the management abstained from doing so in case of non-executive employees. Thus the BCCL management by accepting the terms and conditions of the Officers of Rescue Station extended the benefit of graduation, designation, scales and related facilities to the officers with effect from 1-4-85 whereas in case of other employees the entitlements were refixed with effect from 1-1-87 resulting in loss of seniority and heavy financial loss. After prolonged representation verbally as well as in writing the management was approached from time to time for regularisation of scale etc. of the employees but to no purpose. The ALC (C), Dhanbad also made attempt to find out solution by way of discussion with the union of the employees but because of the adamant attitude of the BCCL management such attempt resulted in failure. The union for the purpose of implementing the real terms and conditions of the employees as followed in case of officers as per Company's rules and regulation through made several attempt with a view to maintain good relationship between the employees and the employers the management did not pay any heed to the same resulting in an industrial dispute referred to this Tribunal for adjudication on the point as mentioned in the reference. The union has prayed for an order directing the management to implement the terms and conditions in respect of non-executive employees of Rescue Station and thereby fixing their pay, seniority, gratuity, C.M. P. F contribution etc. and also for extending other related facilities to the employees as per rules of the company with effect from 1-4-85. Hence the reference case.

4. The management filed W.S.-cum-rejoinder and contested the reference case while the management has made out a case to the effect that an industrial dispute was raised by the Zonal Secretary, Jharkhand Colliery Mazdoor Union by a letter dated 2-4-91 before the ALC (C) Dhanbad alleging anomaly in the matter of fixation of wages under NCWA-III agreements with effect from 1-4-85 in respect of the workmen Shri Tulsi Das and 57 others of ex-Coal Mines Rescue Station working in BCCL headquarters Kowala Bhawan giving rise to a dispute. Prior to that a decision was taken by the Government of India through the Ministry of Steel, Mines and Coal to transfer the C.M.R.S. to the subsidiaries of B.H. Singareni Coal Co. Ltd. and in furtherance of the decision of the Government of India a committee was also appointed for the purpose of formulating modalities of the transfer of ex-C.M.R.S. Station to the subsidiaries of Coal India Ltd. and Singareni Coal Company Ltd. consisting of the members of the Coal India, Mines Rescue Station and department of coal. The committee was headed by Shri M. Jha the then Director (Technical) Coal India Ltd. as Chairman for which the committee is otherwise known as Jha Committee. The points for reference to the committee were as follows :—

- (i) To evolve modalities to govern the transfer of Central Mines Rescue Stations Committee employees and to examine how their service interest may be protected on their absorption in Coal Companies including inter-se-seniority, Pensionary benefit etc.
- (ii) Any other matter relating to the transfer of Rescue Station to the Coal Companies that may be assigned by Department of Coal.

The committee within its frame work decided the scales, fitment and wages of taken over employees of ex-Mines Rescue Station by giving opportunity to exercise options by the employees in the alternative form either to be absorbed in company's pay scales and terms and conditions or to be absorbed in the company with retention of the pay scales and service conditions including Pensionary benefits. Accordingly the employees exercised option and their pay etc. were fixed as per option exercised by them. The employees of the erstwhile C.M.R.S. in view of the option exercise by them received salary upto 31-12-85 in CPC-III and thereafter their pay was fixed in CPC-IV with effect from 1-1-86 and again with effect from 1-1-87

in NCWA-IV. It was made clear by the management that the option once exercise was final and was revokable whereas in case of executives of ex-mines rescue station the transferred to M/s. BCCL the service condition and pay scales of the executive of Coal company were extended to the executive of ex-Mines Rescue Station as the executive and non-executive stood on different footing. The management has also made out a case that the pay fixation of the employees of the C.M.R.S. was made on the basis of the pay fixation chart received from CIL under which the pay of the employees of ex-Mines Rescue Station transferred to BCCL from 1-7-85 and on 1-10-86. In addition the management has denied the claim of the union as mentioned in different paras by way of rejoinder and thereby has made out a case that an Award against the demand of the union for fixation of pay of ex-C.M.R.S. by treating the claim to be unjustified and the workmen are not entitled to any relief, because of the inordinate delay in raising the dispute without any reasonable excuse.

5. The workmen and the union filed rejoinder to the W.S.-cum-rejoinder filed on the side of the management wherein the union admitted the contents of para 1, 2, 3, 5, 6, 9 and 11 of that W.S. but disputed the contents of other paras of the same and also denied the allegations of inordinate delay in raising dispute and misinterpretation of the recommendation of Jha Committee report. The union thereby has tried to justify their claim in respect of fixation of pay seniority etc. of the concerned workmen with effect from 1-4-85 as has been done in the case of executive.

6. The point for consideration and decision are whether the management was justified in doing the fixation of pay etc. of the workmen concerned on a day subsequent to 1-4-85.

DECISIONS AND REASONS

7. Both parties have adduced oral as well as documentary evidence in support of their respective case as made out in their W.S. and rejoinder. The union of the workmen has adduced oral evidence by examining two witnesses. They are G. D. Prasad, WW-1 and Md. Hasim, WW-2. In additions to the oral evidence the union of the workmen have also produced certain documents and admitted in evidence as per particulars noted in the list of the document vide Ext. W-1 to W-7. On the other hand the management has also adduced evidence both oral as well as documentary by examining two witnesses and by producing a number of documents. The witnesses examined on the side of the management are B. N. Jha who has posed himself as MW-1 and another named U. K. Jha who is MW-2. The documents admitted in the evidence on the side of the management are letter dated 29-3-95 vide Ext. M-1, Option Form of the employees vide Ext. M-2, Office order dated 17-7-87 vide Ext. M-3, circular dated 8-7-87 vide Ext. M-4, office order dated 5-6-87 and 7-2-87 vide Ext. M-5 and M-6, letter dt. nil vide Ext. M-7, notification dt. 3-9-86 vide Ext. M-8, regulation dt. 13-9-1986 vide Ext. M-9, Letter of October, 1985 vide Ext. M-10, letter dated 4-3-87 and letter dated 18-7-96 vide Ext. M-11, M-12 respectively and another letter dated 17-5-90 vide Ext. M-14.

8. Before I enter into the discussion of the evidentiary value of the statement of the witnesses as well as of the documents admitted in the evidence it may be stated that in the instant reference case there are certain facts over which there is no dispute. Those facts are that the concerned workmen were the workers under Mines Rescue Station at Dhanbar is such fact over which there is no dispute. Secondly that C.M.R.S. at Dhanbar came within the control of BCCL is another fact over which there is also no dispute. Then again the fixation of pay workers both executive and non-executive by the BCCL as per recommendation of the reports submitted by Jha committee was done by the management but on different dates is another fact over which there is also no dispute. Now the question is whether the management was justified in doing so in the matter of fixation of pay, seniority etc. of the workmen of non-executive rank on a particular date and of the executive on another date i.e. on and from 1-4-85. Of course after obtaining option for the purpose from the concerned workmen executive as well as the non-executive. The union has tried to prove by examining the witnesses and by producing a number of documents that in fact the management was not at all

justified in doing the work of fixation and deciding the question of seniority of the concerned workmen on subsequent date after 1-4-85 although there was no such recommendation in the Jha Committee report. WW-1 Shri G. D. Prasad an employee of C.M.R.S. now serving under the BCCL has tried to depose for the purpose of proving the same. His evidence is that on 1-4-85 C.M.R.S. came within the control of M/s. B.C.C.L. when option was given to the employee including the officers of the Mines Rescue Station in the matter of fixation of pay etc. and as such all the employees including officers exercised their option for the purpose of obtaining the scale of pay of BCCL. After exercise of such option officers were allowed the scale of BCCL as stood on 1-4-85 but in the case of the non-executive workers on and from 1-1-87 without assigning any reason for such discrimination. During the cross-examination the witness admitted that although the concerned workmen exercised option for obtaining the scale of workers of the BCCL but for the reasons best known to the management they were not allowed such scales with effect from 1-4-85 resulting in financial loss of the concerned workmen for which the workmen had no other alternative but to raise the dispute and so far the question of delay in raising the dispute is concerned the witness during his cross-examination has claimed that in fact, the dispute was raised in the year 1987 while fitment was given in the year 1989 for which the concerned workmen being dis-satisfied raised the dispute in the year 1990. This is the sum and substance of evidence of WW-1.

9. WW-2 another worker of ex-C.M.R.S. station has tried to depose in the same fashion like that of WW-2 and he has corroborated WW-1 on material point. Like that of WW-1 the witness also stood cross-examined at length by the learned Advocate for the management but in fact nothing came out from the lips of the witness during his cross-examination to impeach his credit. On the other hand the management with a view to justify the action of the BCCL in the manner of allowing the pay scale fixation of seniority of the concerned workmen has also adduced oral evidence by examining two witnesses. Out of those two witnesses WW-1 Shri B. N. Jha was attached to Koyala Bhawan for the period from 1982 to 1984 and as per his evidence there was a decision of merger of C.M.R.S. with subsidiaries of CIL and C.M.R.S. was merged with BCCL over which there is no dispute. The witness has also stated about the constitution of a committee headed by Mr. M. Jha as Chairman over which there is also no dispute. During subsequent stage of his examination-in-chief the witness admitted that all the officers were given executive scale after implementation of Jha committee report that too with effect from 1-4-85 and according to him the employees who opted for the getting the benefit under NCWA were governed by the rules mentioned therein. But ultimately the witness could not deny the justification of the claim of the concerned workmen. Although similar is the evidence of WW-2 both witnesses have tried to depose for the purpose of justifying the fixation of pay scale seniority of the concerned workmen as per C.P.C. Thus the oral evidence adduced by the respective parties are on extreme opposite poles.

10. It is true that the concerned workmen exercised their option but even in that case there is nothing on record to show as to what prevented the management from allowing the fixation of pay, seniority etc. with effect from 1-4-85 as the management did in the case of officers serving in the Rescue Station. Learned Advocate for the management challenged the maintainability of the dispute as overstate because of the failure of the concerned workmen in raising the dispute without least possible delay. In the instant case merger of Rescue Station to BCCL took place in the year 1985 whereas the dispute was raised for the first time in the year 1990. There is no explanation on the side of the concerned workmen for not raising the dispute earlier and when there is no reasonable excuse in raising the dispute the concerned workmen are not entitled to any relief and in support of the case the learned Advocate has relied upon a number of decisions reported in 1991 Lab. I.C. page 633, 1993 Lab I.C. page 802 and also the decision of the Hon'ble Supreme Court reported in LLJ 1993 Vol. I passed in Civil Appeal No. 3801 of 1992 on 17-9-92 etc. I, however, after going through the decisions relied upon by the learned Advocate on due consideration of the submission as well as the materials available in the record find myself unable to be one with the learned

Advocate that there was inordinate delay in raising the dispute by the concerned workmen in the instant reference case in as much as it is evident from the evidence of WW-1 that in fact the dispute was first raised in the year 1987 and when fitment was given in the year 1989. Then again dispute was raised in 1990 resulting in the present reference case. In that view of the evidence of WW-1 it cannot be said that in fact there was inordinate delay in raising the dispute as with a view to class it as overstate one. That being the position and in view of what I have stated above I cannot but hold that in fact the management was not justified in not allowing the fixation of scale, seniority etc. of the concerned workmen as per recommendation of Jha Committee with effect from 1-4-85 and as such the dispute referred to must be answered in affirmative by holding that in fact the demand of the Union of BCCL, Koyala Bhawan, Dhanbad for fixation of pay scale of ex-C.M.R.S. employees as mentioned in the annexure with effect from 1-4-85 as done in the case of ex-C.M.R.S. officer is justified. The workmen concerned are entitled to get the benefit of fixation of decision in connection with seniority with effect from 1-4-85. But since there is in fact no documentary evidence in support of the claim of WW-1 during his examination in this Tribunal of raising the dispute from the year 1987, the fixation of pay, may be directed to be made by the management notionally thereby giving prospective effect with a view to grant some relief to the concerned workmen. The management is therefore allowed three months time from the date of publication of the Award for such notational fixation of pay and for taking decision over the question of seniority of the concerned workmen. The point mentioned above is thus disposed off and the point of reference is adjudicated accordingly.

11. However, there will be no order as to costs.

12. This is my Award.

B. B. CHATTERJEE, Presiding Officer

ANNEXURE A

1. Shri S. K. Das
2. Shri Shankar Sharma
3. Md. Hasim
4. Shri Gurdhir Singh
5. Shri J. N. Prasad
6. Shri A. K. Chakravorty
7. Shri S. B. Badjina
8. Shri S. N. Prasad
9. Shri G. D. Prasad
10. Shri S. Prasad
11. Shri A. Tewari
12. Shri P. K. Dutta
13. Shri B. D. Ram
14. Shri R. P. Singh
15. Shri A. K. Banerjee
16. Shri B. K. Sengupta
17. Shri D. P. Sahu
18. Shri Anil Kr. Chakravorty
19. Shri D. K. Sen
20. Shri B. N. Prasad
21. Shri B. N. Lahiri
22. Shri D. D. Paul
23. Shri B. C. Mondal
24. Shri S. C. Mondal
25. Shri P. K. Sinha
26. Shri K. Wazir Singh
27. Shri S. K. Mukherjee
28. Shri M. L. Mistry
29. Shri T. K. Banerjee
30. Shri Vinod Jha
31. Shri A. K. Dutta
32. Shri G. R. Mondal
33. Shri B. D. Goswami
34. Shri J. L. Ravidas
35. Shri Tulsi Das
36. Shri D. Baria

37. Shri A. K. Hazra
38. Shri J. Pashwan
39. Shri A. K. Mallah
40. Shri Srikant Bouri
41. Shri G. R. Shaw
42. Shri Sheotahal Ram
43. Shri Khem Kumar
44. Shri Shankar Pd. Verma
45. Shri Jitpun Ram
46. Shri Purung Gurung
47. Shri A. K. Naik
48. Shri Bhaglu Shaw
49. Shri Shankar Ram
50. Shri Budhan Majhi
51. Shri Jaleswar Rai
52. Shri Kashinath
53. Shri Lal Mohan Rawani
54. Shri Bansi Lal
55. Shri S. C. Raywar
56. Shri Hari Pandit
57. Shri Bishal Majhi
58. Shri Jitu Rai.

नई दिल्ली, 9 फरवरी, 1998

का.आ. 470.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में. सी.सी. एन. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अन्तर्गत में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिनियम (ग. 2), अन्तर्गत के पंचाट को प्रदर्शित करती है, जो केन्द्रीय सरकार को 6-2-98 पर प्राप्त हुआ था।

[नं. एन-20012/114/92-आई० आर० (सी-1)]
आजय कुमार, अनुभाग अधिकारी

New Delhi: the 9th February, 1998

S.O. 470.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No.2), Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 6-2-1998.

[No. L-20012/114/92-IR (C-1)]
AJAY KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
(NO. 2) AT DHANBAD

PRESENT :

Shri B. B. Chatterjee,
Presiding Officer

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D. Act, 1947

REFERENCE NO. 29 OF 1993

PARTIES :

Employers in relation to the management of Keshalpur Colliery of M/s. B.C.C.L. and their workmen.

APPEARANCES :

On behalf of the workmen : None.

On behalf of the employers : Shri B. Joshi, Advocate.

STATE : Bihar INDUSTRY : Coal

Dated, Dhanbad, the 27th January, 1998.

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012(114)/92-I.R. Coal-I, dated the 15th April, 1993.

THE SCHEDULE

"Whether the action of the management of Keshalpur Colliery in superannuating Shri Jamtali Mian, Drast-ing Cleaning Mazdoor w.e.f. 19-9-91 instead of 9-11-2001 is justified? If not, to what relief the workman is entitled?"

2. Soon after the receipt of the order of reference notices were duly served upon the parties. Both the parties neither appeared nor took any steps. Subsequently, when the case was fixed Shri B. Joshi, Advocate appeared for the management none appeared on the side of the workman. Then notices were issued upon the workmen but inspite of the issuance of notices to them they neither appeared nor took any steps. It therefore leads me to an inference that presently there is no dispute existing between the parties. In the circumstances, a 'No dispute' Award is passed in this reference.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 9 फरवरी, 1998

का.आ. 471.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में. सी.सी. एन. के प्रबंधन के संबंध नियोजकों

और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 2), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-2-98 को प्राप्त हुआ था।

[सं. एल-20012/363/92-आईआर० (सी-1)]

अजय कुमार, अनुभाग अधिकारी

New Delhi, the 9th February, 1998

S.O. 471.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No.2), Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of M/s. C.C.L. and their workman, which was received by the Central Government on 6-2-1993.

[No. L-20012/363/92-IR (C-1)]
AJAY KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
(NO. 2) AT DHANBAD

PRESENT

Shri B. B. Chatterjee, Presiding Officer
In the matter of an Industrial Dispute
under Section 10(1)(d) of the I.D.
Act, 1947.

Reference No. 131 of 1993

PARTIES :

Employers in relation to the management of Pindra Colliery of M/s. C.C.L. and their workmen.

APPEARANCES :

On behalf of the workmen : Shri Bhagat Mahato, the concerned workman.

On behalf of the employers : Shri B. Joshi, Advocate.

State Bihar. Industry : Coal.

Dated, Dhanbad, the 27th January, 1993.

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred

on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/363/92-I.R. Coal-I. dated, the 5th/9th November, 1993.

SCHEDULE

"Whether the pre-mature retirement of Shri Bhagat Mahto Cat. II of Pindra Colliery by the management of Pindra Colliery of M/s. C.C. Ltd. At Pindra P.O. Topa is justified? If not, to what relief the concerned workman is entitled?"

2. Soon after the receipt of the order of reference notices were duly served upon the parties. Both the parties appeared but did not file W.S. etc. Subsequently, when the case was fixed a petition under the signature of both the parties was filed before me praying therein that since both the parties are not willing to contest the case, a 'No dispute' Award be passed in this reference. I heard both the parties on the said petition and accepted their prayer. Accordingly, in the circumstances, a 'No dispute' Award is passed in this reference.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 9 फरवरी, 1998

का.आ. 472-—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सं. सी. सी. लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं. 2), धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-2-98 को प्राप्त हुआ था।

[सं. एल-24012/137/86-डी. IV-(बी)/आईआर० (सी-1)]

अजय कुमार, अनुभाग अधिकारी

New Delhi, the 9th February, 1998

S.O. 472.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal (No.2), Dhanbad, as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of M/s. C.C.L. and their work-

man, which was received by the Central Government on 6-2-1998.

[No. L-24012/137/86-D.IV(B),IR(C-1)]

AJAY KUMAR, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
(NO. 2) AT DHANBAD

PRESENT

Shri B.B. Chatterjee, Presiding Officer.

In the matter of Industrial Dispute under
Section 10(1)(d) of the I. D. Act, 1947

Reference No. 124 of 1987

PARTIES :

Employers in relation to the management of Swang Colliery of M/s. Central Coalfields Limited and their workman.

APPEARANCES :

On behalf of the workman : None.

On behalf of the employers : Shri B. Joshi, Advocate.

State Bihar. Industry : Coal.

Dated, Dhanbad, the 27th January, 1998.

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(i)(d) of the I.D. Act, 1947 has referred the following dispute

to this Tribunal for adjudication vide their Order No. L-24012/137/86-D.I.V.(B), dated the 10th April, 1987.

SCHEDULE

“Whether the action of the management of Swang Colliery of Central Coalfields Limited, P.O. Swang, Distt. Giridih by denying appointment to Sh. Rameshwar Thakur, son-in-law of Sri Bindi Ram Manjhi under Para 10.4.3 of NCWA-II is legal and justified? If not, to what relief the concerned workman is entitled?”

2. In this reference notices were issued to the parties but the workman neither turned up nor took any steps. The management all along made appearance through their learned Advocate Shri B. Joshi. Thereafter adjournments were granted and notices were again served upon the union. Even then the workman did not turn up. It therefore leads me to an inference that presently there is no dispute existing between the parties. In the circumstances, I am constrained to pass a ‘No dispute’ Award in this reference.

B. B. CHATTERJEE, Presiding Officer

नई दिल्ली, 19 फरवरी, 1998

का.या. 473.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्द्वारा 1 मार्च, 1998 को उस तारीख के रूप में नियत करती है जिसको उक्त अधिनियम के अध्याय-4 (धारा 44 और 45 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय-5 और 6 [धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले

ही प्रवृत्त की जा चुकी है] के उपबंध आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् —

‘जिला रंगा रेड्डी के तालूक कुन्डुलपुर में राजस्व ग्राम गगिलपुर और दुन्डीगल के अन्तर्गत आने वाले क्षेत्र”

[संख्या एम-38013/13/98-एम. एस.-I]

जे. पी. शुक्ला, अवसर सचिव

New Delhi, the 19th February, 1998

S.O. 473.—In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st March,

1998 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter V and VI (except sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely :—

“The areas falling within the limits Revenue Villages of Gagillapur and Dundigal in Qutbullapur Mandal in Ranga Reddy District.”

[No. S-38013/13/98-SSI]

J. P. SHUKLA, Under Secy.

